



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

June 9, 2026

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *May 5, 2026*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:10 AM STAFF COMMENTS
- 9:15 AM 1. AFSCME COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING APPROVAL
Michelle Gordon, County Administrator
- 9:20 AM 2. YOUTH MERITORIUS AWARD PRESENTATION
Richard Lesh, Grant Manager, Grant Management and Washington County Board of County Commissioners
- 9:25 AM 3. ANNUAL REPORT FROM TRI COUNTY COUNCIL FOR WESTERN MARYLAND
Elizabeth Stahlman, Executive Director, Tri County Council for Western Maryland
- 9:35 AM 4. FY26 BUDGET ADJUSTMENTS TO THE WASHINGTON COUNTY BOARD OF EDUCATION'S GENERAL FUND BUDGET
Jeffrey Proulx, Chief Operating Officer, Washington County Public Schools; Eric Sisler, Executive Director of Finance, Washington County Public Schools

Convene as the Board of Health

- 9:40 AM 5. SUBSTANCE ABUSE – LEAD (LET EVERYONE ADVANCE WITH DIGNITY) PROGRAM
Earl Stoner, Health Officer, Washington County Health Department
6. STATE CARE COORDINATION
Earl Stoner, Health Officer, Washington County Health Department
7. MD MEDICAL ASSISTANCE NON-EMERGENCY TRANSPORTATION CONTRACT
Earl Stoner, Health Officer, Washington County Health Department

Reconvene as the Washington County Board of County Commissioners

- 10:00 AM 8. LONGMEADOW ROAD AND PARADISE CHURCH ROAD PROPERTY ACQUISITION
Todd Moser, Real Property Administrator, Engineering
- 10:05 AM 9. APPLETON ROAD PROPERTY ACQUISITION
Todd Moser, Real Property Administrator, Engineering
- 10:10 AM 10. EASEMENT DONATION FOR MT. AETNA WATER LINE PROJECT
Todd Moser, Real Property Administrator, Engineering; Dave Mason, Interim Director, Environmental Management
- 10:15 AM 11. CONSTRUCTION BID AWARD – SHOWALTER ROAD AT PERINI AVENUE INTERSECTION IMPROVEMENTS
Scott Hobbs, Director, Engineering
12. APPLETON ROAD PRECAST CONCRETE BOX CULVERT
Scott Hobbs, Director, Engineering
- 10:20 AM 13. CONTRACT EXTENSION – LOCAL COOPERATIVE (2023-01) – NO. 2 HEATING OIL SUPPLY AND DELIVERY
Carin Bakner, Buyer, Procurement; Andrew Eshleman, Director, Public Works
14. CONTRACT RENEWAL (PUR-1611) JANITORIAL SERVICES FOR WASHINGTON COUNTY
Carin Bakner, Buyer, Procurement; Daniel Hixon, Deputy Director, Buildings, Grounds, and Facilities
15. SOLE SOURCE PROCUREMENT – COMPATIBILITY (PUR-1828) ELECTRONIC DOOR CONTROLS & INTERCOM SYSTEM UPGRADE AT THE WASHINGTON COUNTY DETENTION CENTER
Carin Bakner, Buyer, Procurement; Terry Hill, Senior Systems Mechanic, Washington County Sheriff's Office
16. CONTRACT AWARD (PUR-1815) – LOCAL CARE TEAM COORDINATOR
Carin Bakner, Buyer, Procurement; Richard Lesh, Grant Manager, Grant Management
- 10:40 AM 17. BID REJECTION (PUR-1800) HAULING/RECYCLING OF SCRAP TIRES FROM THE FORTY WEST LANDFILL
Brandi Kentner, Director, Procurement; Dave Mason, Deputy Director, Solid Waste

- 10:45 AM 18. BID AWARD (PUR-1809) SECURITY GATES FOR WASHINGTON COUNTY PARKS DEPARTMENT
Brandi Kentner, Director, Procurement; Tim Alexander, Assistant Parks Supervisor, Parks and Facilities
19. SOLE SOURCE PROCUREMENT (PUR-1825) KEYSTONE (CAD) INTERFACE
Brandi Kentner, Director, Procurement; Alan Matheny, Director, Emergency Management and Communications
20. SOLE SOURCE PROCUREMENT (PUR-1827) FIRE HOUSE SOFTWARE AGREEMENT FOR DIVISION OF EMERGENCY SERVICES
Brandi Kentner, Director, Procurement; R. David Hays, Director, Emergency Services; Eric Jacobs, Assistant Director – Operations, Emergency Services
21. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-26-0229) – MARYLAND EMERGENCY SERVICE TRANSPORTER SUPPLEMENTAL PAYMENT PROGRAM (ESSP)
Brandi Kentner, Director, Procurement; R. David Hays, Director, Emergency Services
22. CONTRACT AWARD (PUR-1817) RECORD-KEEPING AND ACTUARIAL CONSULTING SERVICES FOR THE RETIREMENT PLAN, LENGTH OF SERVICE AWARD PROGRAM (LOSAP), AND OTHER POST-EMPLOYMENT BENEFITS UNDER GASB-75 (OPEB)
Brandi Kentner, Director, Procurement; Chip Rose, Director, Human Resources
23. CONTRACT AWARD (PUR-1819) – STOP LOSS INSURANCE COVERAGE
Brandi Kentner, Director, Procurement; Chip Rose, Director, Human Resources; a representative from the County’s consultant, CBIZ Benefits & Insurance Services, Inc.
24. CONTRACT AWARD (PUR-1822) HAGERSTOWN REGIONAL AIRPORT REHABILITATE RUNWAY 2-20
Brandi Kentner, Director, Procurement; Andrew Eshleman, Director, Public Works
25. CONTRACT AWARD (PUR-1823) AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) BUILDING DEMOLITION AT HAGERSTOWN REGIONAL AIRPORT
Brandi Kentner, Director, Procurement; Andrew Eshleman, Director, Public Works
26. CONTRACT AWARD (PUR-1824) AIRPORT OPERATIONS AREA (AOA) FENCE/ACCESS GATE REALIGNMENT AT HAGERSTOWN REGIONAL AIRPORT
Brandi Kentner, Director, Procurement; Andrew Eshleman, Director, Public Works

- 11:05 AM 27. CONTRACT AWARD (PUR-1786) WASHINGTON COUNTY OFFICE BUILDING ROOF REPAIR
Brandi Kentner, Director, Procurement; Andrew Eshleman, Director, Public Works
28. CONTRACT AWARD (PUR-1787) MARTIN LUTHER KING JR. COMMUNITY CENTER RENOVATION
Brandi Kentner, Director, Procurement; Andrew Eshleman, Director, Public Works
- 11:15 AM 29. FY2027 PROGRAM OPEN SPACES ANNUAL PROGRAM
Andrew Eshleman, Director, Public Works
- 11:25 AM 30. 2026-2027 PROPERTY AND CASUALTY INSURANCE RENEWAL
Tracy McCammon, Risk Management Coordinator, Human Resources; Chip Rose, Director, Human Resources; Patrick Buck, CBIZ Insurance Services
- 11:30 AM 31. AGRICULTURE – JUNE IS NATIONAL DAIRY MONTH
Danielle Weaver, Director, Public Relations and Marketing; Kelsey Keadle, Agriculture Business Specialist, Business and Economic Development
- 11:35 AM 32. WASHINGTON COUNTY DIVERSITY AND INCLUSION COMMITTEE APPOINTMENTS
Dawn L. Marcus, County Clerk
33. WASHINGTON COUNTY VETERANS ADVISORY COMMITTEE RE-APPOINTMENT
Dawn L. Marcus, County Clerk
- 11:40 AM 34. SHERIFF’S OFFICE: FIRST AMENDMENT TO MOU BETWEEN WCPS, SHERIFF’S OFFICE AND BOARD OF COUNTY COMMISSIONERS
Zachary Kieffer, County Attorney
- 11:45 AM 35. FY27 GENERAL FUND BUDGET ADJUSTMENT
Kelcee Mace, Chief Financial Officer
- 11:50 AM 36. FY27 COMMUNITY ORGANIZATION UPDATED FUNDING RECOMMENDATIONS
Maria Kramer, Director, Grant Management
- 11:55 AM 37. ARC GRANT FOR FORT RITCHIE SEWER PROJECT
David A. Mason, Interim Director, Environmental Management
- 12:00 PM 38. 2026 SAFER GRANT APPLICATION – REQUEST TO APPLY AND ACCEPT
R. David Hays, Director, Emergency Services

12:05 PM 39. STATEMENT REGARDING OPEN MEETINGS COMPLIANCE BOARD
DECISION ISSUED JUNE 2, 2026
John Barr, President, Board of County Commissioners

12:10 PM 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. (1) Personnel matters are confidential.*

- *Discuss appointment to County volunteer board.*
- *Discuss appointment to County volunteer board.*
- *Discuss appointment to County volunteer board.*
- *Discuss appointment to open County position.*

To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain the State. Open session discussion would disclose confidential and proprietary commercial information.

- *Presentation for business to potentially locate in the County.*
- *Presentation and discussion of business expanding in the county.*

To consult with counsel to obtain legal advice on a legal matter (7). Open session discussion would breach attorney/client privilege.

- *Legal advice pertaining to a legal matter involving the County.)*

1:15 PM RECONVENE IN OPEN SESSION

ADJOURNMENT

Citizens' comments regarding the items on this Agenda or any other item of County business may be directed to: contactcommissioners@washco-md.net.

You may also contact each Commissioner individually at:

John F. Barr, President: jbarr@washco-md.net or (240) 313-2205;

Jeffrey A. Cline, Vice President: jcline@washco-md.net or (240) 313-2208;

Derek Harvey, Commissioner: dharvey@washco-md.net or (240) 313-2206;

Randal A. Leatherman, Commissioner: rleatherman@washco-md.net or (240) 313-2209;

Randall E. Wagner, Commissioner: rwagner@washco-md.net or (240) 313-2207.

Additionally, you may contact Michelle Gordon, County Administrator at mgordon@washco-md.net or (240) 313-2202.



Open Session Item

SUBJECT: AFSCME Collective Bargaining Memorandum of Understanding Approval

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Michelle Gordon, County Administrator

RECOMMENDATION: Presentation only. Signing of the Memorandum of Understanding between Board of County Commissioners and Maryland Public Employees Council 3, AFSCME, AFL-CIO and Local 2677, AFL-CIO that was formally amended and approved by the Board of County Commissioners on May 21, 2026

REPORT-IN-BRIEF: AFSCME representatives presented County staff with a Memorandum of Understanding, extended the current bargaining agreement for Five (5) years. This MOU was formally approved on May 21, 2026 as amended. The MOU is being brought back for presentation only and official signing.

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Memorandum of Understanding

AUDIO/VISUAL NEEDS: None

MEMORANDUM OF UNDERSTANDING

between

**BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
and**

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

for

**HIGHWAY, SOLID WASTE,
TRANSIT DEPARTMENT, WATER QUALITY, COLLECTIONS AND
MAINTAINANCE AND EMERGENCY
COMMUNICATIONS DEPARTMENTS**

The Board of County Commissioners of Washington County (“County”) and Maryland Public Employees Council 3, AFSCME, AFL-CIO and its Local 2677 (the “Union”) hereby enter into the following Memorandum of Understanding (“MOU”) concerning the five-year extension of the terms and conditions of the July 1, 2023 to June 30, 2026 Collective Bargaining Agreement (“CBA”) for the period of July 1, 2026 through June 30, 2031 (Fiscal Years 2027 through 2031).

A. Wages

- (1) Wages for FY2026 are set forth in the Wage Scale attached as Exhibit A.
- (2) In each Fiscal Year of this MOU (FY 2027, 2028, 2029, 2030 and 2031), bargaining unit employees shall receive a cost-of-living adjustment (“COLA”) if other County employees (exclusive of employees in the Washington County Sheriff’s Office and Division of Emergency Services) receive a COLA during that Fiscal Year. In the event that other County employees receive a COLA in any of these Fiscal Years, employees covered by the CBA shall receive an equivalent COLA for that Fiscal Year at the same time that other County employees receive their COLA.
- (3) In each Fiscal Year of this MOU (FY 2027, 2028, 2029, 2030 and 2031), bargaining unit employees who are eligible to receive a step increase shall receive a step increase if other County employees (exclusive of employees in the Washington County Sheriff’s Office and Division of Emergency Services) receive a step increase in that Fiscal Year. In the event that other County employees receive a step increase in any of these Fiscal Years, employees covered by the CBA shall receive an equivalent step increase.

B. Remaining Terms & Conditions

Except as provided in Section A above, all terms and conditions set forth in the July 1, 2023 to June 30, 2026 Collective Bargaining Agreement shall remain in full force and effect for the duration of this MOU.

C. Agreement Regarding Mid-Term Changes

The County and the Union agree that, during the term of this MOU, either party may request a meeting to propose mid-term changes to the terms and conditions set forth in the CBA. Should either party request such a meeting, the parties will meet and discuss the proposed changes in good faith, but neither the County nor the Union shall be obligated to agree to any changes. In the event that the parties do agree to any change to the terms and conditions set forth in the CBA, such change shall be memorialized in writing signed by both parties, as required by Article 19 of the CBA.

D. Duration

This Agreement will be effective from July 1, 2026 to June 30, 2031.

AGREED AND ACCEPTED:

THE COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

DATE: _____

By: _____

MARYLAND PUBLIC EMPLOYEES COUNCIL 3
AFSCME, AFL-CIO and LOCAL 2677

DATE: _____

By: _____



Open Session Item

SUBJECT: Youth Meritorious Award Presentation

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Richard Lesh, Grant Manager, Grant Management; Washington County Board of County Commissioners

RECOMMENDED MOTION: No motion or action is requested or recommended.

REPORT-IN-BRIEF: Throughout the school year the Board of County Commissioners present “Youth Meritorious Awards” to students attending both public and private schools or those being home schooled in Washington County. The following individual has been selected based on his scholastic achievement, leadership qualities, community service performed and other positive contributions to their school and community.

This exceptional youth has consistently worked and distinguished himself as a model student and member of our County.

It is my pleasure to present the following for recognition today:

Grant Semler- North Hagerstown High School
Parent(s) – Matthew Semler
Nominated by Denise Kuhna

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: Annual Report from Tri County Council for Western Maryland

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Elizabeth Stahlman, Executive Director, Tri County Council for Western Maryland

RECOMMENDED MOTION: n/a

REPORT-IN-BRIEF: Tri County Council for Western Maryland (TCCWMD) recently completed an annual report for the 2025 Calendar Year. Washington County Commissioners provide funding to Tri County Council and the Executive Director seeks to report on the activities of the agency.

DISCUSSION:

FISCAL IMPACT: TCCWMD is provided \$40,000 per year from the Board of County Commissioners of Washington County.

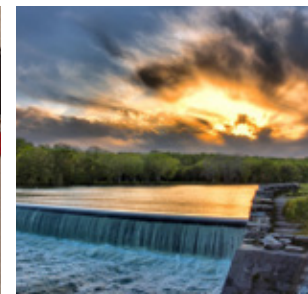
CONCURRENCES:

ATTACHMENTS: Annual Report (hard copies will be provided day of).



TRI COUNTY COUNCIL
FOR WESTERN MARYLAND

2025 ANNUAL REPORT



LETTER FROM THE DIRECTOR

Dear Western Maryland Friends:

Thank you for reading the *new* annual report for Tri County Council for Western Maryland. This short report focuses on the story rather than the numbers; what matters most is the people whose lives have been improved because of our work. We hope that, by sharing this information, you will gain a clearer sense of our work in the region and that together we can better share ideas, celebrate wins, and continue striving to achieve economic parity for Western Maryland.

I started as the Executive Director in February 2025, replacing Leanne Mazer, who passed away in 2024. Leanne was a well-respected leader who fostered partnerships, was involved in many associations and organizations, and had a true heart for service. She successfully led Tri County Council for Western Maryland for over two decades, initiating numerous new programs and projects that positioned our organization for stability and growth. It has been an honor to step into this role knowing Leanne's legacy. In many ways, 2025 was a year of transition for TCCWMD. My primary focus was building relationships and strengthening our relevance throughout the region. Being present as a collaborative regional partner has provided several new paths for us, some of which are outlined in this report. Elaine Jones, CPA, joined the organization this summer as the Finance Director for the organization. With Elaine's arrival, Tri County Council was fully staffed for the first time since 2023, creating greater capacity for our team to pursue new opportunities and engage more fully in regional work. We also launched two new lunch meetings for the Economic Development Directors and County Administrators, creating space for county leaders to gather, share updates, and discuss challenges. Although these meetings are brief, the connections and rapport are significant in our work to grow our counties and Western Maryland as a whole.

As we move into 2026, this publication introduces our new logo and branding for Tri County Council for Western Maryland. As our organization continues to evolve, this was an appropriate moment to refresh our visual identity. We hope the logo better reflects the region, the Appalachian Mountains, and the organization's more than 50-year history.

As this rebrand launches, so do other changes for the organization. We have updated our website to be clearer for users and better tailored to the two types of clients we serve: local governments and nonprofits seeking various grants, and small businesses using our revolving loan programs. Additionally, with the help of a consultant, we have examined the effectiveness and future direction of our Revolving Loan Funds both internally and externally. That process has informed a fresh vision for the loan funds, with new marketing materials now available and a series of meetings and lunch & learns planned to update our stakeholders.

The regional programs in the works for 2026 fill me with optimism for Tri County Council for Western Maryland; you'll have to read the report next spring to see how it all unfolds (or follow me on LinkedIn for more timely updates!). For now, thank you for your trust in me to lead Tri County Council for Western Maryland. As always, if you have any ideas or needs where we can work together, let's connect!

With gratitude,



Elizabeth Stahlman, Executive Director

TEAM OVERVIEW

STAFF



ELIZABETH STAHLMAN
Executive Director



CHRIS FUNK
Business Development Loan Officer



GUY J. WINTERBERG
Assistant Director



CHRISTIE WAKEFIELD
Business Development Analyst



AMY JACOBS
Economic Development Planner



RYAN DAVIS
Business & Program Planner



ELAINE JONES, CPA
Finance Director



TEAM OVERVIEW

BOARD

Allegany County Membership

William Atkinson, Allegany County Commissioner
David Caporale, Allegany County Commissioner
David Nedved, Allegany County Department of Economic and Community Development
Eugene Frazier, Councilman, City of Cumberland, Municipal Representative
Todd Logsdon, Mayor, City of Frostburg, Municipal Representative
Stephen Nelson, Private Citizen
Kelli Allaway, Private Citizen

Garrett County Membership

Paul Edwards, Garrett County Commissioner
Larry Tichnell, Garrett County Commissioner
Kim Durst, Garrett County Business Development
Spencer Schlosnagle, Mayor, Town of Friendsville, Municipal Representative
Jay Moyer, Council President, Town of Oakland, Municipal Representative
Dave Moe, Private Citizen
Merlin Beitzel, Private Citizen

Washington County Membership

Jeff Cline, Washington County Commissioner
Randal Leatherman, Washington County Commissioner
Linda Spence, Washington County Department of Business & Economic Development
Howard Long, Mayor, Town of Boonsboro, Municipal Representative
William Green, Mayor, Town of Williamsport, Municipal Representative
Roger Fairbourn, Private Citizen
John “Jack” Miller, Private Citizen

LEGISLATIVE MEMBERSHIP

Mike McKay
Maryland State Senate, District 1

Paul Corderman
Maryland State Senate, District 2

James Hinebaugh
Maryland House of Delegates, District 1A

Jason Buckel
Maryland House of Delegates, District 1B

William Wivell
Maryland House of Delegates, District 2A



MISSION

To provide a forum for local governments and citizens throughout Western Maryland to identify the issues and opportunities that are facing the region.

VISION

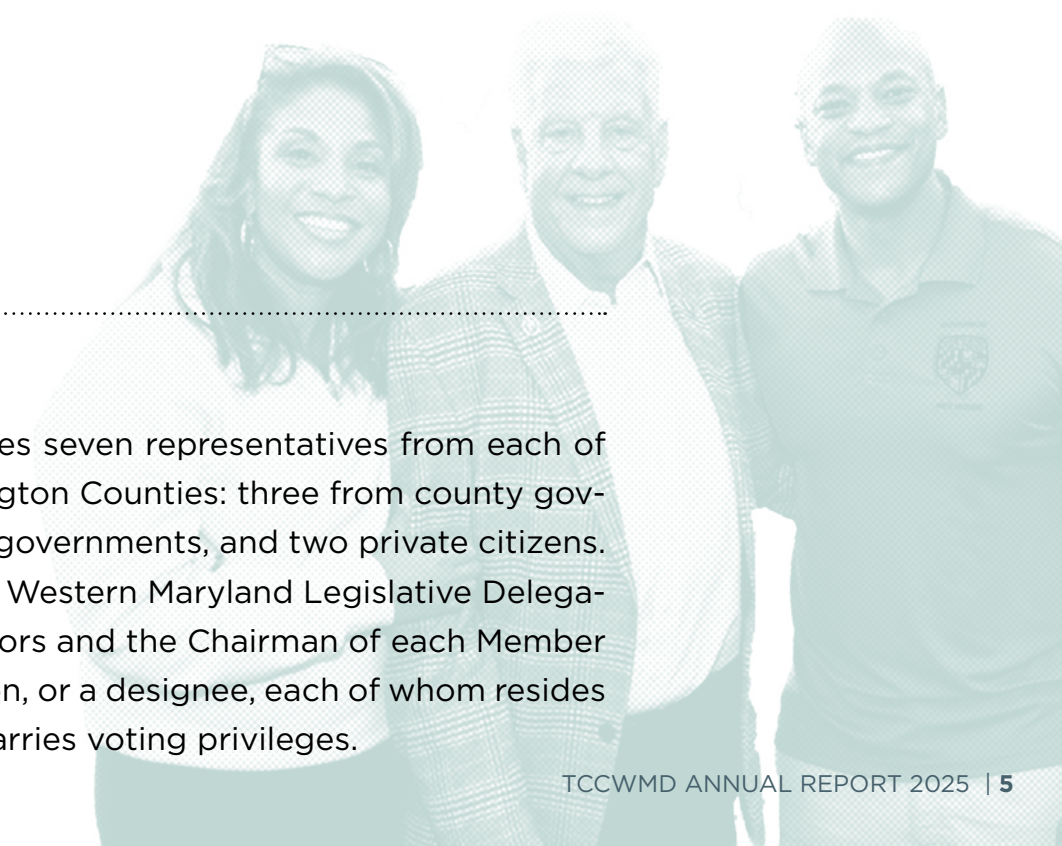
To improve the overall quality of life in the region by efficiently utilizing public and private resources to fund projects across Western Maryland that support the implementation of our regional plan.

PURPOSE

Tri County Council for Western Maryland, Inc. (TCCWMD) is an instrumentality of local government established in 1972 to serve Allegany, Garrett, and Washington Counties by encouraging and facilitating regional cooperation on issues of greater-than-local significance. As an Appalachian Regional Commission Local Development District (ARC), an Economic Development Administration Economic Development District (EDA), and a grantee of the Maryland Department of Commerce, TCCWMD represents a working partnership of federal, state, and local governments. Through federal and state planning assistance funds, TCCWMD supports administrative functions tied to the development and implementation of economic development programs designed to create or retain full-time permanent jobs and improve income characteristics, particularly for the unemployed and underemployed in the most distressed areas of the region.

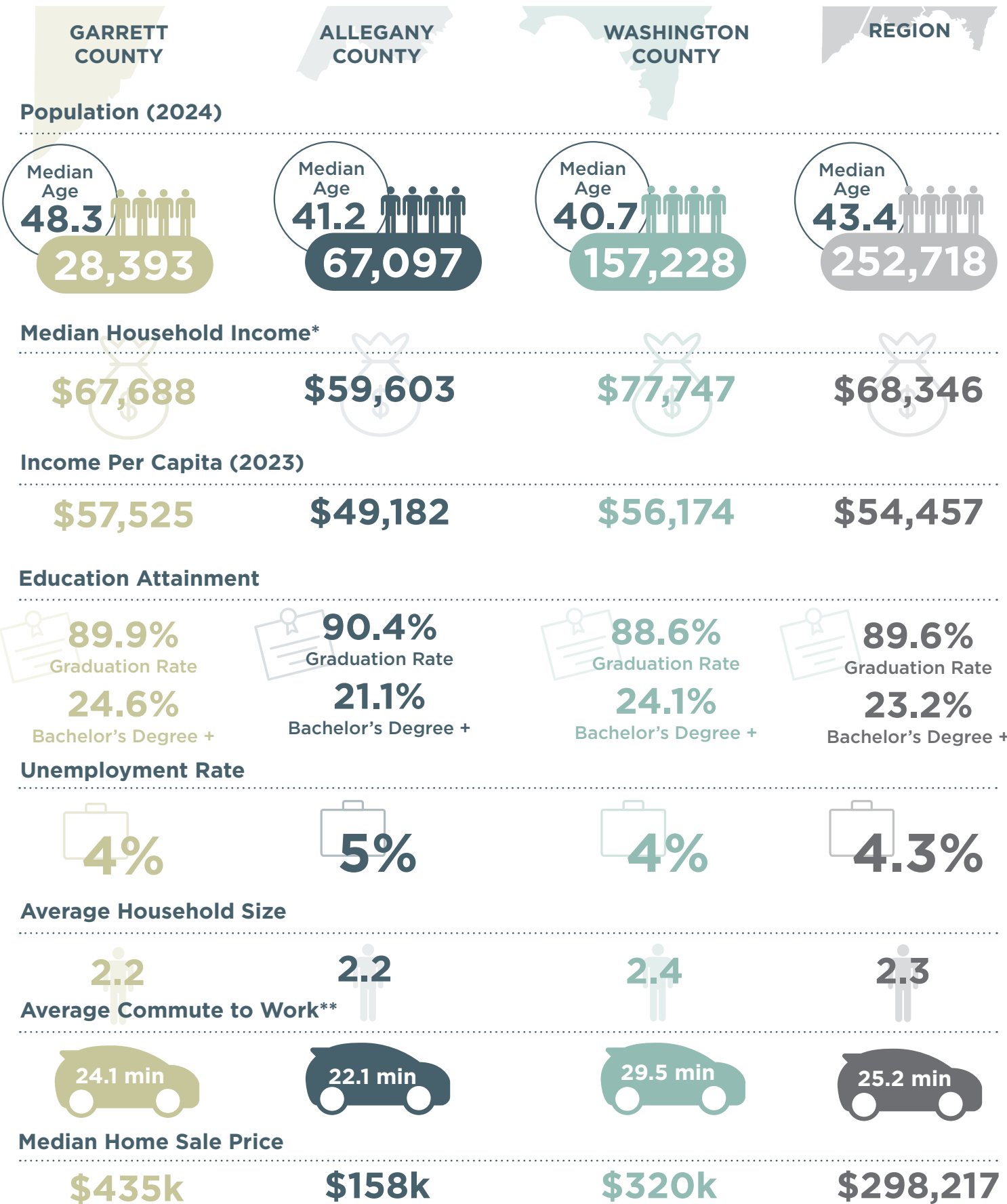
MEMBERSHIP

TCCWMD membership includes seven representatives from each of Garrett, Allegany, and Washington Counties: three from county government, two from municipal governments, and two private citizens. Membership also includes the Western Maryland Legislative Delegation, with the two State Senators and the Chairman of each Member County’s Legislative Delegation, or a designee, each of whom resides in that Member County and carries voting privileges.



OUR COMMUNITY

WESTERN MARYLAND DEMOGRAPHICS



*State average is \$103,678 ** State average is 31.5 minutes

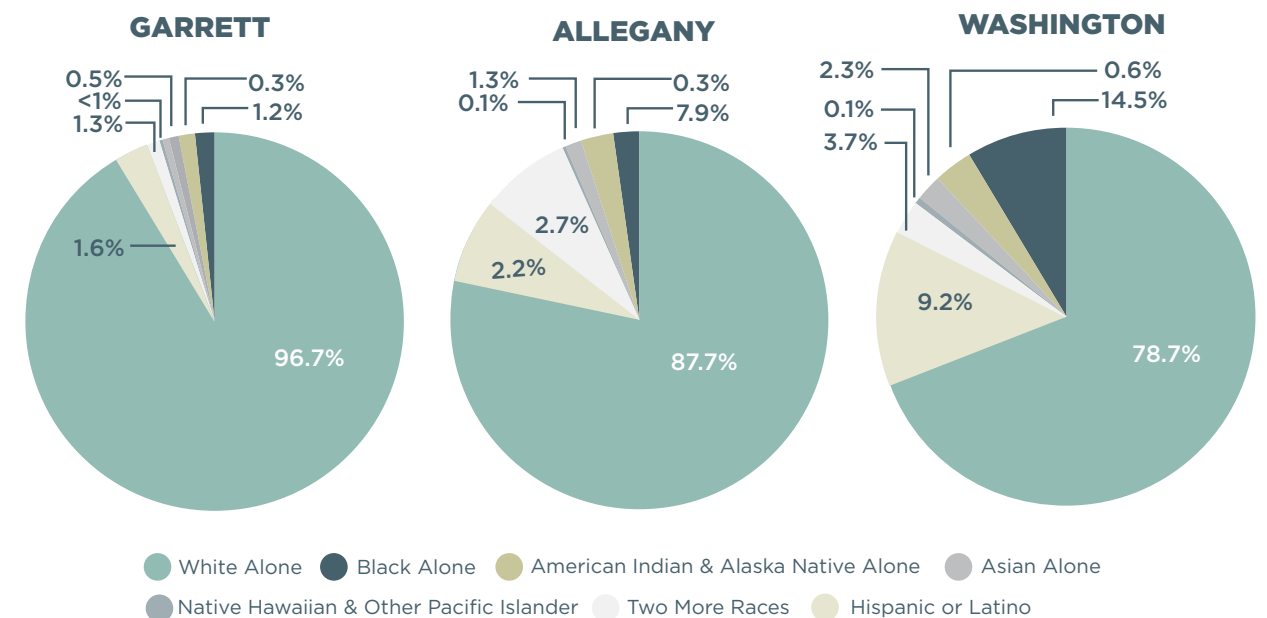
EMPLOYMENT SECTORS

(by Establishments)

INDUSTRY SECTORS	ESTABLISHMENTS	JOBS
Retail Trade	925	14,937
Health Care and Social Services	761	17,110
Construction	644	5,265
Professional, Scientific, and Technical	598	2,265
Accommodation and Food Services	582	9,898
Other Services (except Public Administration)	542	4,017
Admin & Support & Waste Mgmt	375	4,901
Transportation & Warehousing	338	6,108
Finance and Insurance	294	2,709
Manufacturing	274	11,415
Wholesale Trade	249	3,473
Real Estate and Rental and Leasing	212	1,063
Educational Services	170	8,057
Arts, Entertainment, and Recreation	119	1,759
Public Administration	109	5,575
Information	93	1,087
Agriculture, Forestry, Fishing, and Hunting	73	97

RACE & ETHNICITY

(2024)



Sources:

<https://www.statsamerica.org/USCP/> • <https://labor.maryland.gov/lmi/laus/> • <https://www.mdrealtor.org/HousingStats> • <https://www.census.gov> • <https://planning.maryland.gov>



REGIONAL LEADERSHIP & STRATEGY

TCCWMD approaches regional leadership by thoughtfully bringing together programs, partners, and funding sources to advance shared priorities across Allegany, Garrett, and Washington Counties. By working across multiple funding streams, we are able to consider investments collectively rather than in isolation, helping us structure projects in ways that maximize resources while addressing the specific needs of the three-county region. We also move projects forward by identifying where programs intersect and aligning those opportunities with on-the-ground needs in each county. In this way, we connect regional strategy to project implementation and support sustainable economic growth across Western Maryland.

ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

Partnership with the Economic Development Administration (EDA) remains an important part of the TCCWMD's regional planning work. As the federally designated Economic Development District for the region, TCCWMD is responsible for guiding regional economic planning and coordinating projects that align with federal investment priorities. This work supports long-term economic strategy across Western Maryland by strengthening local capacity, supporting job creation, and positioning the region for continued economic competitiveness.

Learn More

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDSS)

In 2025, TCCWMD completed an update to our five-year Comprehensive Economic Development Strategy (CEDSS) in collaboration with area governments, economic development partners, and community stakeholders. The CEDSS serves as a regional roadmap, identifying key opportunities, priorities, and challenges that will help guide future investment and project development. Specifically, the plan aims to strengthen entrepreneurship, tourism, and access to capital by aligning education and training with employer needs, and upgrading core infrastructure, including broadband, water and sewer systems, roadways, and transportation. This work better positions Western Maryland to compete for federal funding and advance projects that support long-term economic resilience and growth.

See the Strategy

ASSISTANCE TO COAL COMMUNITIES (ACC)

We also advanced project development efforts with local jurisdictions through the EDA's Assistance to Coal Communities (ACC) program, which supports economic diversification and resilience in communities historically impacted by shifts in the coal industry. By aligning local priorities with available EDA resources, TCCWMD is helping move strategic projects forward and support sustainable growth across the region.



Featured Story:

Check Out the Bowman Training Center



THE BOWMAN TRAINING CENTER

Originally conceived in fall 2021, during the height of the COVID-19 pandemic, the Hagerstown Community College (HCC) Northern Avenue City Campus Workforce Training Center was President James Klauber's vision to consolidate multiple regional training centers into a single state-of-the-art facility accessible to the community. HCC purchased a one-acre property on Northern Avenue, choosing to renovate an existing building to create a high-quality workforce training center while revitalizing this area of Hagerstown.

Tri County Council helped facilitate conversations with the EDA, which ultimately became a major funding partner through the federal American Rescue Plan Act (ARPA) Assistance to Coal Communities (ACC) program. At a time when Western Maryland was facing the continued economic effects of coal plant closures and broader shifts in the energy sector, the project aligned closely with regional workforce and economic development needs.

What began as a \$7.3 million project grew significantly as costs rose during the pandemic, but the partnership behind the center grew as well. In the end, EDA invested more than \$5.8 million, HCC contributed \$5.7 million, and Washington County provided the final \$2.5 million needed to complete the \$14 million project. The project received an additional boost when the Jone L. Bowman Family Foundation donated \$1 million for naming rights, with the full gift dedicated to student scholarships so that cost would not

stand in the way of opportunity. D.M. Bowman Corp. also donated a 2019 Volvo diesel truck to support commercial driver training.

Today, the Bowman Training Center expands access to career training in high-demand skilled trades, including CDL, diesel technology, HVAC, electrical, plumbing, welding, carpentry, heavy equipment operation, and even forklift operations, thanks to a partnership with Barr Construction Institute. The facility is expected to train more than 1,100 workers over five years, helping meet the region's growing demand for skilled labor while opening doors to well-paying careers that do not require a four-year degree. On September 25, 2025, the Bowman Training Center celebrated its ribbon-cutting and dedication, marking an important milestone for workforce development in Western Maryland.

Tri County Council helped facilitate conversations with the EDA, which ultimately became a major funding partner through the federal American Rescue Plan Act.





MARYLAND DEPARTMENT OF COMMERCE

TCCWMD works closely with the Maryland Department of Commerce and a network of statewide partners to advance shared economic development priorities across Maryland. Through these partnerships and our regional coordination, we help connect local needs with state opportunities.

Rural Maryland Economic Development Fund

TCCWMD oversees and coordinates projects supported through the Rural Maryland Economic Development Fund, a \$10 million regional investment awarded in 2022 by the State of Maryland to advance infrastructure, workforce, and economic development projects across Allegany (\$3,460,255), Garrett (\$3,272,855), and Washington (\$3,216,880) counties, with \$50,000 reserved for administrative expenses. The approved projects emphasized downtown and industrial-site redevelopment, workforce training, agriculture and logistics support, and utility/infrastructure improvements, including things like building renovations, shovel-ready pad sites, a shell building, CDL and nursing training, and public utilities upgrades.

Senator George C. Edwards Fund and Western Maryland Economic Future Investment Board

TCCWMD provides staff support to the Senator George C. Edwards Fund and the Western Maryland Economic Future Investment Board, helping to guide investments that support regional priorities and improve economic conditions across Western Maryland. Created by the Maryland General Assembly, the fund supports capital infrastructure and business development projects in Allegany, Garrett, and Washington Counties, particularly those that create jobs and expand the tax base. TCCWMD is charged with staffing the board and administering the fund, supporting the review and coordination of projects with meaningful economic impact, such as broadband, utility access, site improvements, and other business development investments.

Learn More

In 2025, the Fund supported a range of new projects, while previously approved projects advanced through key implementation milestones across the region. These investments continued to focus on infrastructure, industry, small-business expansion, and downtown redevelopment, strengthening the economic foundation of Western Maryland.

To date, 21 projects have been completed since the first round of funding in the spring of 2023. Cumulatively, as of December 31, 2025, the Fund has awarded \$40,504,488 in grants, catalyzing projects with a combined total value of \$395,800,293. These investments are projected to support 1,328 new jobs, representing a year-over-year increase of 175 jobs. Even in cases where job creation was not the primary outcome, such as infrastructure or housing-related initiatives, the Board prioritized projects that expand the local tax base and contribute to long-term regional resilience.



SouthEast Regional Directors Institute (SERDI)

Executive Director Elizabeth Stahlman was selected to serve on the Council of Peers for the SouthEast Regional Directors Institute (SERDI), bringing Western Maryland's perspective to broader conversations on regional economic development. SERDI is a voluntary professional development association for executive directors of regional councils across the southeastern United States, providing technical assistance, leadership development, annual training, study committees, multistate collaboration, and support for council effectiveness. Through this role, Elizabeth is able to contribute to a wider network of regional leaders while also bringing back ideas, resources, and best practices that can strengthen TCCWMD's work.



Featured Story:

WESTERN MARYLAND RURAL TECH NETWORK

Early in her tenure as Executive Director, Elizabeth Stahlman met with economic development stakeholders across the region and quickly recognized a shared interest among all three counties: building a stronger connection to the Maryland Tech Council (MTC) and establishing a more visible tech presence in Western Maryland. At the same time, MTC had secured grant funding through the US Department of Agriculture (USDA) and the Rural Maryland Council (RMC) to launch two Rural Tech Networks in Maryland, including one in Western Maryland.

That summer, Elizabeth was invited to the initiative's kickoff meeting and, recognizing the need for regional leadership in the room, agreed to serve as co-chair of the Western Maryland Rural Tech Network. Since then, she has worked alongside co-chair Richard Police of Clym Environmental and consultant Signe Pringle of SIGNature Advisory to help

build an active committee and subcommittees focused on growing interest, engagement, and membership in the network.

The goal of this work is to create more opportunities for connection among those working in and around the tech sector, while encouraging collaboration and long-term growth in Western Maryland's innovation economy. The initiative was publicly introduced at the Maryland Association of Counties (MACo) Summer Conference, followed by regional events including a reception at Rocky Gap Casino, Resort & Golf ahead of the "Tech at the Gap" conference and a holiday mixer at the Flying Boxcars stadium in Hagerstown. Another event is planned for April 2026 in Grantsville.

Learn More





Georges Creek Task Force

At the June Allegany and Garrett Counties' Maryland Municipal League (MML) meeting, Senator Mike McKay announced the creation of the "Georges Creek Task Force" in response to constituent interest in revisiting a process similar to the one used after the 1996 flood. TCCWMD supported the effort by serving as notetaker and report writer. TCCWMD's Executive Director, Elizabeth Stahlman, attended several meetings over the summer, and the final report was delivered in fall 2025. It outlined specific steps to reduce the impact of future flooding based on lessons from the 2025 event, and was submitted to the Governor and Maryland General Assembly by Senator McKay and Delegate Hinebaugh.

ARC

TCCWMD continues to play an important role in connecting our region to the Appalachian Regional Commission (ARC), a long-standing federal-state partnership created by Congress in 1965 to support economic and social development across Appalachia.

ARC uses an index-based classification system to compare counties across Appalachia with national averages and better understand local economic conditions. Using three-year averages for unemployment, per capita market income, and poverty, ARC assigns each of the region's 423 counties to one of five economic status categories: distressed, at-risk, transitional, competitive, or attainment. These designations help guide ARC's grant match requirements, research priorities, and investment strategies, ensuring that resources are directed where they are needed most across the region.



Learn More

ARC Attainment Levels

	ALLEGANY	GARRETT	WASHINGTON
FY24	Transitional	Transitional	Transitional
FY25	At-risk	Transitional	Transitional
FY26	At-risk	Transitional	Transitional

TCCWMD continues to play an important role in connecting our region to the Appalachian Regional Commission (ARC), a long-standing federal-state partnership created by Congress in 1965 to support economic and social development across Appalachia.

Source: www.arc.gov

As the region's Local Development District, TCCWMD works with local governments and partners to identify needs, develop projects, and pursue funding in a highly competitive environment where infrastructure and job-creation resources are limited.

At-risk counties are those showing signs of economic vulnerability and rank between the worst 10 percent and 25 percent of counties nationwide. Transitional counties fall between the nation's strongest and weakest economies, ranking between the bottom 25 percent and top 25 percent, and represent the largest ARC economic status group.

As the region's Local Development District, TCCWMD works with local governments and partners to identify needs, develop projects, and pursue funding in a highly competitive environment where infrastructure and job-creation resources are limited.

This work is especially important for projects that require blended financing. ARC funding is often combined with local, state, and federal resources, and we help bring those pieces together to move priority projects forward. Through this role, we support planning, project development, and grant applications tied to community infrastructure, economic opportunity, and long-term regional growth.

2025 Projects

In 2025, ARC funded 22 projects across the region, representing a total investment of \$7.5 million, including \$4.2 million in ARC support. The largest single award, \$800,000, helped advance the fiber project from Keyser's Ridge to LaVale. Other notable investments included support for the River Park at Canal Place and the Allegany Museum.

ARC Annual Conference

In 2025, Maryland also had a strong and visible role in ARC leadership and engagement. Governor Wes Moore served as the States' Co-Chair, alongside ARC Federal Co-Chair Gayle Manchin, and hosted the ARC Annual Conference at Frostburg State University in October. TCCWMD supported the event logistics and was pleased to take part in both the conference and the ARC family dinner.

Development District Association of Appalachia (DDAA)

This year also marked another important opportunity for regional representation, as Executive Director Elizabeth Stahlman served on the Development District Association of Appalachia (DDAA) Board as Maryland's representative. The DDAA is a membership organization representing the 74 local development districts that serve ARC's 423-county Appalachian region. Its role is to strengthen those districts and provide leadership in support of ARC's federal-state-local partnership, while helping local development districts carry out planning, technical assistance, regional coordination, and economic and community development work across Appalachia.

MIDDLE MILE BROADBAND INFRASTRUCTURE PROJECT

TCCWMD works closely with the Maryland Broadband Cooperative to strengthen broadband infrastructure, including support for the Middle Mile Broadband Infrastructure Project in Garrett and Allegany Counties. This project is an initiative designed to expand critical fiber capacity and improve long-term connectivity in Western Maryland.

The project began as a smaller effort among TCCWMD, Maryland Department of Planning, the Maryland Broadband Cooperative, Garrett County, and the Garrett County Board of Education, to extend service from Keyser's Ridge to Grantsville, funded by \$240,000 from Garrett County and by an ARC grant, first awarded in December 2024 for 5.45 miles of 144-count fiber optic infrastructure in Garrett County.

As the project advanced, so did its scope. The ARC State Program Manager recognized that an expanded project could deliver outcomes significant enough to justify additional investment. TCCWMD suggested extending the project into Allegany County, including fiber to Frostburg, with TCCWMD also committing funding to support that expansion. With a multi-county project, ARC was able to contribute at a higher level along with the State of Maryland.

Total partner investment reached \$1,410,000, and the route expanded into a larger regional build running from Keyser's Ridge to LaVale. The expanded investment increased the project to approximately 26 miles of 288-count fiber, strengthening the broadband backbone across county lines in ways that support economic development, education,

public safety, and future growth. The project will also bring fiber access to Route 40 Elementary, the last remaining school in Garrett County without a fiber connection, while improving service to underserved areas and growth corridors in both counties.

This project would not have been possible without the coordinated partnership of Garrett County, the Maryland Department of Information Technology, the Rural Maryland Council, the Cumberland Economic Development Corporation, the Maryland Broadband Cooperative, the ARC, Historic Penn Alps Restaurant & Craft Shop, Spruce Forest Artisan Village, the Town of Grantsville, Senator Mike McKay, QCOL, and local business leaders such as Jann Russell of Fronterra Resources and Lena Fratz of J&L Fratz Farm.

By helping advance infrastructure of this scale, we are supporting the long-term connectivity that rural communities need to compete, grow, and remain resilient in an increasingly digital economy. Construction is anticipated to be completed in summer 2026.



EMERGENCY FLOOD LOANS

In response to the May 2025 historic flooding in Western Maryland, TCCWMD worked with the Maryland Department of Commerce to identify immediate financial support options for impacted businesses. Through these discussions, we identified Video Lottery Terminal (VLT) funding as a flexible resource that could be deployed quickly to meet urgent needs. As a result, Commerce subsequently approved an addendum to TCCWMD's Video Lottery Terminal Management Plan, allowing for the issuance of small, emergency loans with modified terms.

We structured these loans to provide rapid relief, offering up to \$20,000 per business with no interest and streamlined underwriting requirements. In the absence of a federal disaster declaration and the associated funding assistance, this program was a critical gap financing tool for affected businesses. By reducing barriers to access, we aligned this effort with the broader RLF goal of supporting business continuity and job retention during times of economic disruption. In total, we disbursed eight emergency flood relief loans, each at \$20,000 without traditional underwriting requirements and 0% interest, providing immediate assistance to businesses working to recover and reopen.

In addition to direct business support, TCCWMD also contributed to broader regional recovery efforts. We participated in the formation of the Western Maryland Long Term Recovery Committee under the guidance of Maryland Voluntary Organizations Active in Disaster (VOAD) and the leadership of Pastor Phil Huber. The Western Maryland Long-Term Recovery Committee includes ten board members, including a representative from TCCWMD. Our team's involvement grew naturally from our broader role in the region's recovery efforts, including flood recovery loans to businesses and preparation of the Georges Creek Task Force report.

As part of this multi-agency, volunteer-driven effort, the committee is coordinating long-term recovery activities, including repairs to residents' homes and broader community support. That work is expected to continue for the next two to three years. TCCWMD's participation in this recovery process not only supports current community needs, but also helps strengthen regional readiness and coordination for future natural disasters that may require a VOAD-led response.



Small Business Flood Recovery Loans



up to \$20,000 | 0% interest | 2-5 year term

- to assist with flood recovery, including clean up/ remediation costs, equipment/ inventory replacement, and loss of business revenue
- for Allegany, Garrett, and Washington County businesses affected by flooding on May 13, 2025
- fast approval for qualified businesses

• email relief@tccwmd.org or call 301-689-1300 for more information and loan application form

Featured Story:

BOAL



DS BOAL FAMILY FUNERAL HOME

For 125 years, Boal Funeral Home P.A. has been dedicated to compassionately serving families in the Tri Towns area, Georges’s Creek area, and surrounding communities as a family owned and operated full service funeral home. They strive to serve every family member that comes into their care with absolute dignity and respect. Boal Funeral Home offers families two locations; a facility in Westernport and a facility in Barton. Theresa Boal is the fifth generation family owner and took over as owner in 2019 after graduating from the Pittsburgh Institute of Mortuary Science.

“After the devastating flood in May of 2025, I was faced with the challenge of not only rebuilding my building but restoring a place that means so much to the community. The no interest loan from the Tri County Council came at a time when I needed it most.”

– Theresa Boal, Owner

In 2025, TCCWMD received fourteen inquiries and three engagements totaling \$13,200, and total disbursements of \$15,312.50, including prior-year (2024) commitments. Projects included website creation, branding, social and digital campaigns, and search engine optimization work.

Maryland Rural Water Association

In addition to program implementation, TCCWMD contributes to broader statewide collaboration through active leadership and partnership. Executive Director Elizabeth Stahlman continues her service with the Maryland Rural Water Association and serves as President for the 2024-2026 term, strengthening connections between water infrastructure priorities and broader economic development efforts across the region.



Learn More

RURAL MARYLAND COUNCIL (RMC)

TCCWMD partners with the Rural Maryland Council (RMC) to administer and coordinate Maryland Prosperity Investment Fund (RMPiF) resources in the region. Created to support economic growth in rural communities, RMPiF provides flexible funding for targeted investments in small businesses, infrastructure, and community development initiatives. Through this program, we help align state resources with local priorities across Western Maryland.

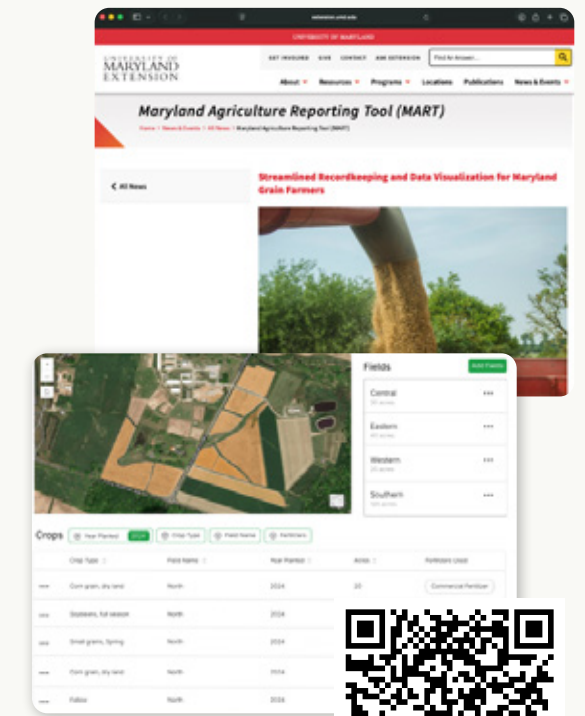
Technical Assistance Grants

In 2025, RMPiF resources supported technical assistance for small business loan clients seeking specialized professional support to grow their operations. These one-time grants of up to \$7,500 help businesses access services that might otherwise be out of reach. Uses include financial and management advising, engineering and architectural services related to expansion, legal support, specialized business planning, website and social media development, branding, and employee training. Applicants submit an application along with three proposals for the requested work, and TCCWMD selects the provider based on value and consultant capacity before contracting directly with the service provider on behalf of the grantee.

Featured Story:

MARYLAND AG REPORTING TOOL

In 2025, TCCWMD worked cooperatively with RMC and other regional state councils to help support the Maryland Agriculture Reporting Tool (MART), a free, secure online tool developed to simplify recordkeeping and improve data reporting for Maryland farm producers. MART helps users track acreage, crops, nutrient applications, and harvest data, while generating dashboards of report-ready tables aligned with Maryland’s Annual Implementation Report requirements. This practical tool saves producers time, reduces reporting burdens, and strengthens data-driven decision-making for Maryland farms. It also gives state agencies and conservation partners more timely and accurate information to support planning across the agricultural sector.



Learn More





MARYLAND TRANSIT ADMINISTRATION (MTA)

Tri County Council for Western Maryland serves as a Regional Coordinating Body for the Maryland Transit Administration (MTA), representing Allegany, Garrett, and Washington Counties, as well as parts of rural Frederick County. Under the Infrastructure Investment and Jobs Act (IIJA), we are responsible for developing and carrying out a continuous, cooperative, and comprehensive transportation process for the region. Through funding from the Federal Transit Administration, the MTA distributes support to successful applicants who qualify for the 5310 and Senior Rides programs.

Projects funded through these programs must be consistent with the coordinated public transit-human services transportation plans for the region. The development of the Western Maryland Coordinated Transportation Plan has created a strong framework for future regional coordination and has fostered a new partnership between the MTA and TCCWMD. In this role, we provide technical assistance to applicants seeking transportation-related grants, help ensure proposed projects align with the regionally adopted long-range transportation plan, and coordinate the local review committee that evaluates and recommends 5310 applications to MTA for consideration.

We also help identify unmet transportation needs across the region and support coordination among transportation providers. These needs include limited transportation options outside fixed-route service areas, long-distance medical transportation, dialysis trips, transportation for second- and third-shift workers, access to paratransit vehicles capable of operating in difficult terrain, and greater public awareness of available services. In addition, we participate in quarterly statewide meetings, assist with regional meeting logistics, coordinate and attend the annual Transportation Association of Maryland conference, and take part in local advisory efforts in both Allegany and Washington Counties.

In 2025, the following organizations across Western Maryland and the surrounding service area received support through Section 5310 awards:

Altogether, these awards totaled \$2,459,492, including \$1,561,742 in federal funding and \$897,750 in matching funds.

ALLEGANY COUNTY	GARRETT COUNTY	WASHINGTON COUNTY	FREDERICK COUNTY
Allegany County HRDC received funding for preventive maintenance and mobility management, while Friends Aware received support for one minivan and preventive maintenance.	Appalachian Crossroads received funding for two replacement buses and preventive maintenance.	The Washington County Community Action Council received support for preventive maintenance, mobility management, and operating assistance.	In rural Frederick County, Daybreak Adult Day Services received funding for one bus and one minivan.

REVOLVING LOAN FUNDS

TCCWMD's Revolving Loan Fund (RLF) is a trusted lending program designed to support small businesses across Western Maryland. This community-driven, flexible source of capital fills funding gaps where traditional financing falls short. The RLF offers entrepreneurs and small businesses in Allegany, Garrett, and Washington Counties accessible pathways to the capital needed to start, grow, and thrive.

The RLF strengthens the economic foundation of the region by empowering businesses that might lack access to the capital they need. The RLF builds community wealth, creates and retains jobs, and fuels a more robust economy. When each repaid loan revolves back into the fund, every dollar invested multiplies its impact, supporting more businesses and creating a stronger Western Maryland for years to come.

The RLF is available to businesses in good standing with the State of Maryland and can be used for a wide range of business needs, including start-up costs, working capital, equipment, commercial real estate, and expansion. Loans range from \$10,000 to \$1 million, with flexible underwriting and terms designed to support sound projects that demonstrate repayment capacity, appropriate collateral, and measurable job creation or retention.

The RLF strengthens the economic foundation of the region by empowering businesses that might lack access to the capital they need.

IMPACT BY NUMBERS



Featured Stories:



96 ROYAL BEANS

96 Royal Coffee & Cream is a specialty café in downtown Hagerstown, Maryland, founded by Yefon & Cedrick Nwafor, creators of Roots Africa. The café sources its coffee directly from farming communities in Uganda and Liberia that Roots Africa empowers, creating a farm-to-cup experience grounded in social impact. The menu features handcrafted sweet and savory crêpes, ceremonial grade matcha drinks, signature espresso beverages, locally sourced ice cream, and baked goods from Hagerstown's own bakery partners. Located at 96 West Washington Street, the café is open six days a week and serves as both a community gathering place and a tangible connection between its customers and the global communities behind their coffee.

"96 Royal Coffee & Cream exists today because the Tri County Council for Western Maryland believed in our vision when it was still just a dream. Their business loan gave us the foundation to open our doors and bring something truly unique to Hagerstown—Premium coffee and artisan ice cream rooted in African heritage and made with locally sourced ingredients."

— Cedric & Yefon Nwafor, Owners



EVERYDAY EARTHE

Founded in 2021, Everyday Earthe creates functional, durable pottery designed to bring beauty and meaning into everyday use. Owner Jocelyn Borg focuses on dinnerware and other timeless pieces that balance artistry with practicality, enriching the daily rituals of home life. With the support of Tri County Council, Everyday Earthe is now expanding into larger scale production through the addition of a RAM press, allowing the studio to grow sustainably while preserving its handmade quality and character.

"Securing a loan through Tri County Council gave me the chance to make a transformative investment in my business: the purchase of a RAM press. This piece of equipment, far beyond what I could have afforded on my own, is opening the door for me to produce handmade dinnerware at a sustainable scale. Because of Tri County Council's lender friendly terms and the scale of funding available, I was able to take my original dream of creating unique, durable pottery and expand it into a bigger vision than I had even imagined." — Jocelyn Borg, Owner

Featured Stories:



SPECTRUM DESIGNS, LLC

Spectrum Designs, LLC is the full service residential and commercial interior design studio of Heather Lancaster. Heather studied interior design at The Art Institute of Pittsburgh, graduating in 2009, and has extensive experience in residential, commercial, and model home interior design. Her attention to detail and passion for creating inviting and unique spaces make Spectrum Designs a one stop destination. The company offers services including space planning, renovation design, custom window treatments, paint consultations, and designer resources for custom furniture, wallcovering, lighting, carpeting, tile and more. The 1,000 square foot studio features whimsical home decor and unique gift items.

"My dream of owning an interior design business would not have been possible without the help and guidance of Tri-County Council. My experience was extremely positive and for that, I am eternally grateful. I would recommend TCC to anyone interested in pursuing a business purchase."

— Heather Lancaster, Owner



QUEST FOR HOPE COUNSELING

Quest for Hope Counseling provides individual, couples, group and family counseling services through traditional in person and telehealth sessions by integrating professional therapy with Biblical Christianity. Services are provided to clients aged 4 and older who are struggling with mental health, addiction, life transition, relational, and family concerns and feel they need professional help working through their concerns. Telehealth is available for Garrett County residents as well as out of state patients with In-services and workshops on behavioral health concerns available for local organizations. We aim to be a leader in our community in tackling the challenges of mental health by helping other local leaders identify those in crisis and give them tools to direct those in need towards qualified providers.

"Tri County Council of Western Maryland was very helpful in providing a low interest loan for the purchase of my newly expanded office space. The loan allowed expansion without the burden of a high interest rate that often goes along with business loans. Not only that, but along the way of the application process, TCCWMD staff were able to provide insight and helpful advice on things like the business plan and the way things are budgeted to help set my business up for success." — Nathan Maust, Owner

**Tri County Council
for Western Maryland, Inc**

STATEMENT OF REVENUES AND EXPENDITURES - GOVERNMENTAL FUNDS

FOR THE YEAR ENDED DECEMBER 31, 2025

	GENERAL FUND ¹	ARC, EDA, & EDA COVID-19 REVOLVING LOANS	RURAL MD COUNCIL PROSPERITY INVESTMENT FUND	VLT LOAN FUND	OTHER GOVERNMENTAL FUNDS ²	TOTAL
REVENUES						
Intergovernmental Revenue						
Federal	\$245,000	—	—	—	\$9,867	\$254,867
State	\$202,908	—	\$688,626	—	\$29,663	\$921,197
Local	\$120,000	—	—	—	—	\$120,000
Loan Interest	—	\$131,914	\$6,418	\$202,638	\$2,632	\$343,602
Loan Fees	\$1,550	\$10,530	—	\$46,326	\$136	\$58,542
Investment Earnings	\$25,368	\$45,489	\$4,743	\$1,296	\$23,711	\$100,607
Administrative Revenue	\$270,053	—	—	—	—	\$270,053
Loan Analysis	\$14,885	—	—	—	—	\$14,885
Recovery - Previous Bad Debts	\$100	—	—	—	—	\$100
Total Revenues	\$879,864	\$187,933	\$699,787	\$250,260	\$66,009	\$2,083,853
EXPENDITURES						
Salaries and Benefits	\$686,955	\$7,113	\$288,343	\$82,642	\$27,774	\$1,092,827
Contractual	\$2,116	\$35	\$163,598	\$206	\$86	\$166,041
Administrative Charges	—	\$74,853	\$185,625	—	\$9,575	\$270,053
Legal and Accounting	\$23,582	\$281	\$9,675	\$9,311	\$819	\$43,668
Travel	\$23,218	\$26	\$5,808	\$352	\$101	\$29,505
Office Expenditures	\$10,909	\$102	\$13,519	\$1,177	\$363	\$26,070
Technical Assistance	—	—	\$15,313	—	—	\$15,313
Marketing	\$13,966	—	\$500	—	\$263	\$14,729
Meeting Expenses	\$12,200	—	\$375	\$61	\$1	\$12,637
Miscellaneous	\$3,136	\$162	\$2,059	\$4,900	\$193	\$10,450
Insurance	\$5,498	\$583	\$2,619	\$1,375	\$196	\$10,271
Memberships	\$6,808	\$25	\$1,334	\$377	\$110	\$8,654
Continuing Education	\$4,912	\$14	\$3,198	\$129	\$31	\$8,284
Utilities	\$4,079	\$51	\$2,285	\$557	\$170	\$7,142
Bad Debts	—	\$6,166	—	—	—	\$6,166
Total Expenditures	\$797,379	\$89,411	\$694,251	\$101,087	\$39,682	\$1,721,810
Net Revenue Over Expenditures	\$82,485	\$98,522	\$5,536	\$149,173	\$26,327	\$362,043

Audit adjustments for the year ended December 31, 2025 are incomplete.

¹General Fund presentation includes: ARC Administrative Grant, EDA Administrative Grant, Department of Commerce Administrative Grant, Revolving Loan Fund Related Costs (RLF), ARC Annual Conference, and Current Year Unrestricted Fund.

²Other Governmental Funds presentation includes: MEDAAF Loan Fund, MEAF Loan Fund, IRP, MTA Grant, and Rural 50 Maryland Economic Development Fund.



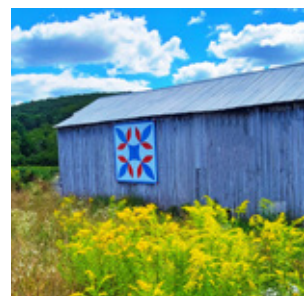
Funding for this Annual Report was provided in part by the Rural Maryland Council.



Tri County Council for Western Maryland

11 S. Lee Street | Cumberland, MD 21502 | 301.689.1300 | info@tccwmd.org

tccwmd.org





Open Session Item

SUBJECT: FY26 Budget Adjustments to the Washington County Board of Education's General Fund Budget

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Mr. Jeffrey Proulx, Chief Operating Officer, WCPS
Mr. Eric Sisler, Executive Director of Finance, WCPS

RECOMMENDED MOTION: Move to approve the requested adjustments to the Board of Education's FY2026 General Fund Budget.

REPORT-IN-BRIEF: The Annotated Code of Maryland requires local school systems to periodically re-forecast their financial needs and make necessary changes to their budgets. To that end, the Washington County Board of Education approved the attached list of changes to its FY2026 General Fund Budget at its May 19, 2026, meeting.

DISCUSSION: The changes that the Board of Education approved on May 19, 2026, cross major categories. Therefore, these requested adjustments must also be approved by the Board of County Commissioners.

FISCAL IMPACT: None. These proposed modifications merely adjust various categories of the budget to reflect updated information on revenue and spending trends.

CONCURRENCES: Washington County Public Schools Finance staff recommended the adjustments for approval by the full Board. The Board of Education approved these changes at their May 19, 2026, meeting.

ALTERNATIVES: None

ATTACHMENTS:

- FY2026 general fund budget adjustments

AUDIO/VISUAL NEEDS: None

**Washington County Public Schools
Requested FY2026 Budget Adjustments**

Category	Value	The primary reason for variance is:
Revenue	\$35,000	Non-Public Revenue
Administration	\$155,115	Salary turnover savings
Mid-Level Administration	\$59,007	Salary turnover savings
Instructional Textbooks and Supplies	\$164,900	Textbook and instructional materials savings
Other Instructional Costs	\$70,000	Contracted Psychologists savings
Student Personnel Services	\$14,303	Salary turnover savings
Operation of Plant	227,471	Vacant SRO savings
Maintenance of Plant	1,326,467	Moving budget to account for correct categorization of Food Service related maintenance projects. Also savings in maintenance materials and salary turnover.
Total Expense Reductions/Additional Revenue	<u>\$2,052,265</u>	
Instructional Salaries	\$119,008	Home & Hospital teaching salary expense
Student Health Services	\$224,425	Contracted Nursing Service
Student Transportation Services	\$550,258	Higher substitute and additional pay, and fuel
Fixed Charges	\$108,574	Retiree leave payouts
Food Services	1,050,000	Food Service related maintenance projects needing reclassified from maintenance
Total Expense Increases/Reduced Revenue	<u>\$2,052,265</u>	
Net Effect on Fund Balance	\$0	



Agenda Report Form

Open Session Item

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

From: Michelle Hutchinson, Purchasing, Washington County Health Dept.

SUBJECT: Substance Abuse-LEAD (Let Everyone Advance with Dignity) Program

PRESENTATION DATE: June 9th, 2026

PRESENTATION BY: Earl Stoner, Health Officer

RECOMMENDED MOTION: The health department is recommending that the *Board of Health* give approval to amend the contract to Potomac Community Services, Inc. to increase the amount of the contract by \$ 60,524 for funding for the Substance Abuse LEAD Program. Contract period is from October 1st, 2025, until September 30th, 2026. **The new total of this contract will be \$ 108,480**

REPORT-IN-BRIEF: **LEAD Program** is a grant that is targeted to implement mental health professionals to intervene with people facing low-level offenses related to substance abuse or mental health issues. LEAD participants can go from treatment to halfway houses and recovery homes to continue their journey with sobriety and become part of the community again.

DISCUSSION:

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

CONCURRENCES:

ATTACHMENTS:



Amendment to Previous Agreement Regarding Potomac Case Management Services/Potomac Community Services, Inc.

Whereas the Washington County Health Department's grant for Substance Abuse has increased the contract amount by \$60,524 bringing the new total to \$ 108,480.

Whereas the Washington County Health Department remains committed to the LEAD program within Washington County; and

Whereas our agreement is considered vital towards this end;

THEREFORE, the Washington County Health Department wishes to increase its agreement with the Potomac Case Management Inc./Potomac Community Services, Inc. to continue to implement the LEAD program within Washington County;

THEREFORE, the Washington County Health Department proposes to extend its agreement to reimburse the Potomac Case Management Inc./Potomac Community Services, Inc. until September 30, 2026 under all the same terms and conditions as the originally signed agreement.

Signatures:

In acknowledgment of both parties acceptance of the agreement to increase the amount by \$ 60,524 to be used by September 30, 2026.

Table with 2 main columns: For Potomac Case Management Inc./Potomac Community Services, Inc. and For the WCHD. Rows include signature lines for Dawn Johns, Executive Director and Earl Stoner, Health Officer, and date of signing fields.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY26-FY27 F113N-0881

Potomac Case Management Services, Inc/Potomac Community Services, Inc.

THIS CONTRACT (the "Contract"), is made as of the 10th day of December, 20 25 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Potomac Case Management Services/Potomac Community Services, Inc

("Contractor") whose principal office in Maryland is

324 E. Antietam Street, Suite 301, Hagerstown, Maryland 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 Community Services (PCS) will provide case management for participants in the "Let Everyone Advance with Dignity" (LEAD) program, including assessment, care planning, service coordination, and progress monitoring

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

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

2. **Term of Contract.** The term of this Contract shall be for the period of October 1st, 20 25 through September 30th, 20 26.

3. **Compensation and Method of Payment.**

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed **\$47,956.00.**

Invoices with supporting backup documentation are to be submitted monthly to wchd.invoice@maryland.gov and copy the contract monitor.

Refer to Section 3 (d) for invoicing.

- (b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after services are rendered and 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. **Maryland Plain Language Standards -** The Contractor is required to use Maryland's plain language standards when creating communication materials and media and that the guide for standards can be found at <https://digital.maryland.gov/principles/plain-language-standards.html>. All created communication materials and media must be submitted to the WCHD PIO at wchd.pio@maryland.gov for approval before distribution.
12. **Equal Access.** The Contractor shall provide equal access services to individuals with limited English proficiency in compliance with MD. Code Ann., State Government Article, 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health, and Human Services, and MDH Policy 02.06.07
13. **SubContracting.** Unless otherwise provided, the Contractor may not during the term of this Contract or any renewals or extensions of this contract, assign or SubContract all or any part of this Contract without the prior written consent of the WCHD Procurement Officer.
14. **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.
15. **Information Technology.** The Contractor agrees to notify the WCHD Contract Monitor within twenty-four (24) hours of the discovery of any unauthorized access of any Contractors system that accesses, processes or stores WCHD data or works created as a deliverable under this Contract.
<https://doit.maryland.gov/policies/Pages/default.aspx>

In accordance with Executive Order 01.01.2021.09 there is a State of Maryland Chief Data Officer. Furthermore, Maryland Department of Health (MDH) has appointed a Data Officer and established a Data Office. This agreement may be classified as a data-related agreement and therefore may be subject to the MDH Data Use Policy 01.06.01
16. **Contract Monitor-** Contract Monitor is Laura Sheffield-Bishop, (laura.sheffield@maryland.gov) Director of Behavioral Health Services .
17. **Federal Funding Acknowledgement -** This contract does contain Federal Funds.

Exhibit A

Potomac Community Services, Inc. (PCS) will have a Case Manager and Supervisor, with this contract covering salary and fringe benefits. The Case Manager will conduct participant intake, assessments, individualized care planning, service coordination, progress monitoring, and referrals, while the Supervisor provides oversight and ensures program quality. PCS will use the electronic health record system, Shared Village, for service tracking, data collection, and monthly reporting. PCS LEAD staff will participate in Operational Work Group meetings, and the Supervisor will attend monthly administrative/policy meetings to support program coordination. Additional costs covered under this contract include transportation, rent, IT support, client activities, and staff training. All services will be delivered in accordance with program and regulatory requirements to ensure participant dignity, engagement, and successful outcomes.

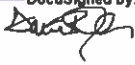
IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Initial
SS

CONTRACTOR
Potomac Community Services, Inc.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

1/8/2026

DocuSigned by:

80E66802176B4EC...

DocuSigned by:

3E051000E18B4EC...

By:

(Seal)

By:

Dawn Johns, Executive Director
(Printed Name and Title)

Earl Stoner, Health Officer
(Printed Name and Title)

1/8/2026

1/8/2026

Date

Date

Attachment: Exhibit A - Scope of Work
Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Washington County Health Department, a unit of the Maryland Department of Health (MDH) (herein referred to as "Covered Entity") and Potomac Community Services, Inc. (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the "Underlying Agreement") dated December 10th, 2025 pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and the HIPAA Omnibus Final Rule of 2013 (collectively, "HIPAA"); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) ("MCMRA"); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable considerations herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
 - 1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean **Potomac Community Services, Inc.**

2. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean **Washington County Health Department.**
3. **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. **Protected Health Information ("PHI").** Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.
- D.
 - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach.
 - c. Is in substantially the same form as **Exhibit A** hereto.
- E. In addition to its obligations in Sections III.A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach. Approval of the letter must be in writing from the Privacy Officer for the Covered Entity or their designee. The letter shall include, to the extent possible:
 - 1. A brief description of the incident, including the date of the Breach and the date of the discovery of the Breach, if known.

2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach.
 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. In the event of any Breach, regardless of which party is responsible, Business Associate will provide, within 30 days after the discovery of the Breach, a proposed Breach Notification Report to be submitted to HHS Office of Civil Rights (OCR), as required by 45 CFR § 164.408(a).
1. Business Associate and Covered Entity, through its Privacy Officer or their designee, shall cooperate and determine which party will be responsible for filing the Breach Notification Report with OCR and Business Associate shall obtain a written acknowledgment from Covered Entity that assigns this responsibility to either Covered Entity or Business Associate.
 2. If Business Associate is assigned the responsibility of filing the Breach Notification Report with OCR, Business Associate shall seek and receive written approval from Covered Entity of the Breach Notification Report prior to it being filed with OCR.
 3. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer of their designee.
- I. In the event of any Breach in which 500 or more individuals of any state or jurisdiction are affected, regardless of which party is responsible, the following provisions will apply, as required by 45 CFR § 164.406(a):
1. Covered Entity, through its Privacy Officer or their designee, shall determine, in consultation with Business Associate, which party will be responsible for notifying the media, and shall inform Business Associate in writing as to its determination.
 2. If Business Associate is assigned the responsibility of notifying the media, Business Associate shall seek written approval from Covered Entity as to the content of any notification to be made to the media prior to any media outlet being notified of the breach and shall incorporate any language suggested by Covered Entity.

3. If assigned responsibility, Business Associate shall provide its proposed media notification to Covered Entity for review within thirty (30) days of the date of discovery of the breach.
 4. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer or their designee.
 5. If Covered Entity assigns the responsibility to itself, it will inform Business associate in writing as to this determination, and will offer Business Associate the opportunity to review the notification before it is disseminated.
- J. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- K. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format.
- L. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.
- M. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- N. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- O. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- P. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. **Term.** The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for LEAD Contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in

accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH OF AGREEMENT

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and

assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. **Ambiguity.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. **Agency.** The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.

D. **No Private Cause of Action.** This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.

E. **Notice to Covered Entity.** Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Danielle Owens
Chief Privacy Officer
Maryland Department of Health
Office of Internal Controls, Audit Compliance & Information Security
201 W. Preston Street, 5th Floor
Baltimore, MD 21201-2301
Phone: (410) 767-5411
MDH.PRIVACYOFFICER@MARYLAND.GOV

(Or insert the name and contact information of the HIPAA contact person within the appropriate MDH covered health care component)

F. **Notice to Business Associate.** Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Jessica A. Delmotte
Privacy Officer
Maryland Department of Health
Washington County Health Department
1302 Pennsylvania Ave. 3rd Floor
Hagerstown, MD 21742-3108
Phone: (240) 313-3489
Email: Jessicaa.delmottel@maryland.gov

G. **Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

H. **Severability.** If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

I. **Terms.** All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

J. **Priority.** This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

SS

1/8/2026

COVERED ENTITY:

By: Earl Stoner
3ED39000E1694EC

Name: Earl Stoner

Title: Health Officer

Date: 1/8/2026

BUSINESS ASSOCIATE:

By: *[Signature]*
80E68802176B4EC

Name: Dawn Johns

Title: Executive Director

Date: 1/8/2026

EXHIBIT A

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(2) of the Business Associate Agreement between the **Washington County Health Department**, a unit of the Maryland Department of Health (MDH), and **Potomac Community Services, Inc.** (Business Associate).

Business Associate hereby notifies MDH that there has been a breach of unsecured Protected Health Information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Incident Specific Questions:

1. Please provide a brief description of the incident, including what type of information was disclosed or accessed, who received the information and the manner in which it was accessed or disclosed. Also include the names and contact information for all individuals involved:

2. If you believe this incident was inadvertent, accidental or unintentional, please provide any information you have to support that determination:

3. Was the information viewed or actually retained by someone who should not have the information? If so, please explain:

4. What type of identifying information (e.g. names, SSN, medical record number etc.) was acquired, accessed or disclosed?

5. If available, please provide any information you have about the person or entity that received the information:

6. What steps, if any, have been taken to contain or mitigate the incident? Please provide as much descriptive information as possible:

Additional Incident Details:

Date incident occurred: _____ Date incident was discovered: _____

Estimate number of individuals affected by the breach: _____

Type of incident (e.g. loss, theft, improper disposal, unauthorized access, hacking):

Location of information breach (e.g. laptop, desktop, email, paper files etc.):

Type of information involved (e.g. demographic, financial, clinical):

Safeguards that were in place prior to the breach (e.g. firewalls, encryptions, locks, training):

Please provide any other information you have or believe may be helpful in investigating or resolving this incident. If you wish to include any attachments to this form, please describe the attachments here:

Name

Date

Signature

Please send this form by email to the MDH Privacy Officer - mdh.privacyofficer@maryland.gov



Open Session Item

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

From: Michelle Hutchinson, Purchasing-Washington County Health Dept.

SUBJECT: State Care Coordination

PRESENTATION DATE: June 9th, 2026

PRESENTATION BY: Earl Stoner, Health Officer

RECOMMENDED MOTION: The Health Department is recommending that the *Board of Health* approval the contract to CareFirst Community Health LLC in the amount of \$118,000.00 for funding legislated for the Maryland Department of Health Behavioral Health Administration Grant providing a State Care Coordination (SCC) program. Contract period of July 1st, 2026, through June 30th, 2027.

REPORT-IN-BRIEF: State Care Coordination program is a grant that is a recovery support service that supports the behavioral health continuum of care by providing and facilitating recovery support services. This program assists adults/older adults with transitioning between care settings, improves health and recovery outcomes, ensures access to benefits like Medicaid, and reduces preventable hospitalizations and readmissions. This program provides short-term, 6-month case management services to assist individuals to navigate the healthcare system to integrate into the community and improve their well-being. This program assesses individuals for program eligibility to include access to Maryland Recovery Net (MDRN) recovery housing and client support services and facilitates referrals to higher levels of behavioral health care when necessary, as well as to other community resources like employment and legal services.

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
FY27 F846N-0881
CareFirst Community Health LLC

THIS CONTRACT (the "Contract"), is made as of the 10th day of June, 20 26 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

CareFirst Community Health, LLC

("Contractor") whose principal office in Maryland is
626 Potomac Ave., Hagerstown, Maryland 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:

The Contractor shall provide State Care Coordination (SCC) services for eligible Washington County residents in the early stages of recovery from a substance use disorder (SUD) or co-occurring mental health and substance use disorder (MH/SUD), in accordance with requirements established by the Maryland Behavioral Health Administration (BHA) and the Washington County Health Department Local Addiction Authority (LAA).

CareFirst Community Health, LLC agrees to provide State Care Coordination for the Washington County Health Department for the fiscal year 2027 (July 1, 2026-June 30th, 2027) as outlined in the WCHD RFP 2026-001. After this period, there will be the option to renew for up to four (4) additional consecutive one-year periods, subject to availability of WCHD/LAA and BHA funds are available and the performance of grant awardee. These Option years are not guaranteed.

Option year one (1) July 1, 2027 - June 30th, 2028

Option year two (2) July 1, 2028 - June 30th, 2029

Option year three (3) July 1, 2029 - June 30th 2030

Option year four (4) July 1, 2030 - June 30th 2031

The scope of work or solicitation dated N/A is attached and incorporated by reference as Exhibit A. The Contractor's bid or proposal dated N/A is attached and incorporated by references as Exhibit N/A. 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 26 through June 30th, 20 27.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed **\$118,000.00.**

CareFirst Community Health, LLC agrees to submit a monthly invoice along with all supporting documentation to the WCHD by the 10th of each month.

Invoices with supporting backup documentation are to be submitted to wchd.invoice@maryland.gov and copy the contract monitor.

Refer to Section 3 (d) for invoicing.

- (b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after services are rendered and 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 27-5173621. 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. **Maryland Plain Language Standards -** The Contractor is required to use Maryland's plain language standards when creating communication materials and media and that the guide for standards can be found at <https://digital.maryland.gov/principles/plain-language-standards.html>. All created communication materials and media must be submitted to the WCHD PIO at wchd.pio@maryland.gov for approval before distribution.
12. **Equal Access.** The Contractor shall provide equal access services to individuals with limited English proficiency in compliance with MD. Code Ann., State Government Article, 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health, and Human Services, and MDH Policy 02.06.07
13. **SubContracting.** Unless otherwise provided, the Contractor may not during the term of this Contract or any renewals or extensions of this contract, assign or SubContract all or any part of this Contract without the prior written consent of the WCHD Procurement Officer.
14. **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.
15. **Information Technology.** The Contractor agrees to notify the WCHD Contract Monitor within twenty-four (24) hours of the discovery of any unauthorized access of any Contractors system that accesses, processes or stores WCHD data or works created as a deliverable under this Contract.
<https://doit.maryland.gov/policies/Pages/default.aspx>

In accordance with Executive Order 01.01.2021.09 there is a State of Maryland Chief Data Officer. Furthermore, Maryland Department of Health (MDH) has appointed a Data Officer and established a Data Office. This agreement may be classified as a data-related agreement and therefore may be subject to the MDH Data Use Policy 01.06.01

16. **Contract Monitor- Contract Monitor is Laura Sheffield-Bishop, Director of Behavioral Health Services.**

17. **Federal Funding Acknowledgement - This contract Does Contain Federal Funds.**

Exhibit A

Service Requirements:

The Contractor shall conduct screenings and enroll a minimum of 140 new/unduplicated individuals annually. Provide person-centered care coordination, including: Initial intake and eligibility verification. Development and maintenance of an Individualized Care/Recovery Plan (ICP/IRP). At least two (2) participant contacts per month, documented and tied to recovery goals.

Make appropriate referrals and warm handoffs to community resources, behavioral health services, housing, employment, and other supports.

Screen and refer eligible individuals for Maryland RecoveryNet (MDRN) housing and consumer support funds (Contractor does not manage or administer MDRN funds). Maintain active caseloads consistent with SCC program expectations (typically 40–60 clients per coordinator)

Documentation & Reporting -

The Contractor shall:

Maintain complete, accurate, and confidential client records compliant with HIPAA, 42 CFR Part 2, and all State requirements. Document every participant interaction, including date, duration, and summary tied to the ICP/IRP. Submit Monthly SCC service reports by the 10th of each month.

Monthly invoices with required supporting documentation. Required satisfaction surveys every six months and at discharge.

Staffing & Operations-

The Contractor shall:

Employ trained personnel with experience serving individuals with behavioral health needs.

Maintain adequate supervision, staff training, and compliance with all license requirements. Maintain a safe, clean, and ADA-compliant facility for service delivery and record storage.

Maintain up-to-date knowledge of community resources to support participant referrals.

Meetings, Monitoring & Compliance -

The Contractor shall:

Participate in required MDH/BHA SCC/MDRN monthly workgroups and quarterly forums. Comply with all WCHD, BHA, and MDH policies, audits, site visits, and monitoring activities. Submit Critical Incident Reports within 24 hours of any qualifying event. Implement corrective actions as required by WCHD or BHA.

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

CONTRACTOR
CareFirst Community Health, LLC

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

By: _____

Alexander Ngati, Program Director
(Printed Name and Title)

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Date

Attachment: Exhibit A - Scope of Work



Agenda Report Form

Open Session Item

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

From: Michelle Hutchinson, Purchasing-Washington County Health Dept.

SUBJECT: MD Medical Assistance Non-Emergency Transportation Contract

PRESENTATION DATE: June 9th, 2026

PRESENTATION BY: Earl Stoner, Health Officer

RECOMMENDED MOTION: The WCHD Health Department is recommending that the *Board of Health* approve the contract with **Am-Van Inc. t/a AAA Transport** in the amount of **\$1,220,125.00**. For the contract period of July 1st, 2026, through June 30th, 2027, with 2 consecutive option years.

REPORT-IN-BRIEF: The Washington County Health Department recommends the approval of the Non-Emergency Medical Transportation (NEMT) to Am-Van Inc. t/a AAA Transport for the provision of medical assistance non-emergency transportation services to qualified Washington County residents for non-emergency appointments. This contract is a fixed unit price for each transportation mode.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through a Maryland Medicaid Program through a grant to the Washington County Health Department. No additional funding is being requested currently.

CONCURRENCES:

ATTACHMENTS:

Contract

WASHINGTON COUNTY HEALTH DEPARTMENT (WCHD)

“Medical Assistance Non-Emergency Transportation Program”

WCHD-2026-02

THIS CONTRACT (the “Contract”) is made this 10th day of June, 2026 by and between AM-Van, Inc (the “Contractor”) and the Washington County Board of County Commissioners and the STATE OF MARYLAND, acting through the MARYLAND Washington County Health Department (“WCHD” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal ~~or~~ Best and Final Offer (BAFO)] dated May 8th, 2026 (Financial Proposal date or BAFO date).
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Medical Assistance Non-Emergency Transportation Program, Solicitation # WCHD-2026-02, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated May 8th, 2026 (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed to the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

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Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Washington County Board of County Commissioners, if such approval is required (the "Effective Date") and shall continue until **June 30, 2027 ("Initial Term")**.
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for two (2), successive one year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

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- 4.2 Unless a payment is unauthorized, deferred, delayed, or set off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department’s receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State’s payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

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- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner, and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation.**

7. Patents, Copyrights, and Intellectual Property

- 7.1 All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a

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royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractors shall not enter into any settlement involving third party claims that contain any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications drawings, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license for such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations

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promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.7**.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractors shall not enter into any settlement involving third party claims that contain any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim

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or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 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 purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract

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except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receiving receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination here under, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. 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 shall not be reimbursed for any anticipatory profits that 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 21.07.01.12A (2).

19. Delays and Extensions of Time

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- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

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The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided with reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

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- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontract shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability,

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or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractors shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:

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- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and

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Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records are properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State’s solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statements of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.

36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure

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compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.

37.2 The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time with written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Transportation Program Administrator - Robin Mangold

Phone Number: 240-313-3440

E-Mail: robin.mangold@maryland.gov

With a copy to:

Michelle Hutchinson

Washington County Health Department (WCHD)

wchd.procurement@maryland.gov

Phone Number: 240-313-3216

E-Mail: michelle.hutchinson@maryland.gov

If to the Contractor:

AM-Van, Inc. t/a AAA Transport

1315 Marlboro Road

Lothian, Maryland 20711

Attn: [James Pixton Jr. jpixtonaaatransport@comcast.net](mailto:jpixtonaaatransport@comcast.net)

39. Parent Company Guarantee (If applicable)

N/A

40. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this Contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this Contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any

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identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

41. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with the Health Insurance Portability and Accountability Act (HIPAA). The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

42. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

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

Contractor AM-Van, Inc. t/a AAA Transport

State of Maryland

Washington County Health Department
(WCHD)

By: James L. Pixton Jr.

By: Earl Stoner, Health Officer

Date

PARENT COMPANY (GUARANTOR) (if
applicable)

By:

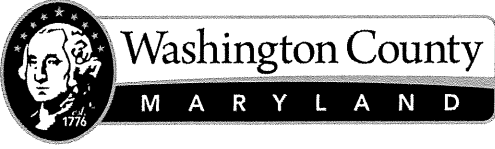
By:

Date

Date

APPROVED BY Board of County Commissioners: _____

(Date)



Agenda Report Form

Open Session Item

SUBJECT: Longmeadow Road and Paradise Church Road Property Acquisition

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve the option agreement for partial property acquisition including fee simple for 13505 Longmeadow Road in Hagerstown; and approve an ordinance approving said purchase; and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: One option agreement has been executed for the above-mentioned property. The fee simple acquisition is shown in the table below.

Address	Zoning	Fee Simple	Easements	Acquisition Cost
13505 Longmeadow Road, Hagerstown MD	RS	827 square feet	N/A	\$3,810.00

DISCUSSION: This partial property acquisition is for a planned intersection improvement project (new traffic signal and lane configuration) at the intersection of Longmeadow Road and Paradise Church Road as identified in the Capital Improvement Plan (CIP).

FISCAL IMPACT: \$3,810; CIP Budgeted Project (RDI037).

CONCURRENCES: County Attorney's Office (ordinance)

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Ordinance

AUDIO/VISUAL NEEDS: Aerial Map

13505 Paradise Church Road



13505 Paradise Church Rd
Hagerstown, MD 21742

Fee Simple: 827 SqFt
or 0.01899 Acres±

Paradise Church Rd

Longmeadow Rd

Legend

- Right-of-Way
- Property Boundaries
- Road Centerline
- Existing Drainage Easement
- Fee Simple



0 25 50 100 Feet

ORDINANCE NO. ORD-2026-

AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY

(Paradise Church Road – Frantz/Morgan Property)

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the “County”) believes that it is in the best interest of the citizens of Washington County to purchase certain real property identified on the attached Schedule A (the “Property”) to be used for public purposes.

2. The County approved the purchase of the Property during its regular meeting on June 9, 2026. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase the Property are not to be expended from the General Fund of the County.

3. The purchase of the Property is necessary for the widening of Longmeadow Road.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that the purchase of the Property be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Property.

ADOPTED this ____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Zachary J. Kieffer
County Attorney

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

SCHEDULE A--DESCRIPTION OF PROPERTY

All that portion of land lying in the northeast quadrant of the Longmeadow Road's intersection with the existing Paradise Church Road, as shown on the hereinafter mentioned plat, all of which plat is made a part hereof, so far as Grantor's property and/or rights may be affected by the proposed widening of Longmeadow Road and the appurtenances thereto belonging, or anywise appertaining, in Election District No. 27 of Washington County, Maryland, more particularly described as follows:

BEGINNING for the outline hereof at a point in the existing eastern Right-of-Way for Paradise Church Road, 15.00 feet right of and perpendicular to Existing Baseline of Right-of-Way station 0+50.00, as shown and/or indicated on a plat prepared by the Division of Engineering for Washington County, Maryland, titled "LONGMEADOW ROAD AT PARADISE CHURCH ROAD INTERSECTIONS IMPROVEMENTS", and intending to be recorded among the Land Records of Washington County, Maryland, as Right-of-Way Plat No. 100-10-627, said point also being depicted on Washington County Roads Department plat, titled "Long Meadow Road East of U.S. Route 11" and recorded among the said Land Records as Plat 100-10-55 and the limits previously conveyed unto "The County Commissioners of Washington County, Maryland" by deed dated October 9, 1965, and recorded in Liber 431, folio 106; thence, running by new lines of right-of-way over and across the lands of the grantor on a bearings and distances to agree with the aforementioned Right-of-Way plat and recent survey by the said Division of Engineering for the following three (3) courses

1. South 88 Degrees 04 Minutes 33 Seconds East 9.49 feet to a point, thence by a curve to the left having a radius of 13.00 feet, an arc of 20.97 feet, a tangent of 13.56 feet and a chord bearing and distance of
2. South 44 Degrees 17 Minutes 10 Seconds East 18.77 feet; thence
3. North 89 Degrees 30 Minutes 14 Seconds West 97.07 feet to a point in the western line of the lands of Emily V. King and Lamont W. Bowens (Liber 7232, folio 358), thence with a portion of the western line of the said lands of Emily V. King and Lamont W. Bowens.
4. South 00 Degrees 29 Minutes 46 Seconds East 6.00 feet to a point in the existing right-of-way and being twenty (20) feet right and perpendicular to station 31+51.87 feet in the existing baseline for Longmeadow Road as depicted on aforementioned right-of-way plat 100-10-627, thence with the existing right-of-way line to be vacated (Liber 431, folio 106) for the following two (2) courses
5. South 89 Degrees 30 Minutes 14 Seconds West 113.87 feet; thence
6. North 16 Degrees 19 Minutes 58 Seconds West 20.74 feet to the point of beginning, containing an area of 827 square feet or 0.01899 acre of land, more or less.

BEING part of the lands conveyed to Grantor herein by a deed dated July 30, 2021, and recorded among the Land Records of Washington County, Maryland, in Liber 6715, folio 281.

SUBJECT to all easements, rights-of-way, covenants, conditions, and restrictions of record applicable thereto.



Agenda Report Form

Open Session Item

SUBJECT: Appletown Road Property Acquisition

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve the option agreement for partial property acquisition including fee simple and easements for 6137 Appletown Road in Boonsboro; and approve an ordinance approving said purchase; and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: One option agreement has been executed for the above-mentioned property. Fee simple and easement acquisitions are shown in the table below.

Address	Zoning	Fee Simple	Easements	Acquisition Cost
6137 Appletown Rd, Boonsboro MD	Preservation	589 square feet	475 square feet - Perpetual Drainage and 840 square feet - Temporary Construction	\$1,100.00

DISCUSSION: This project is for a culvert replacement on Appletown Road.

FISCAL IMPACT: \$1,100; CIP Budgeted Project (BRG099)

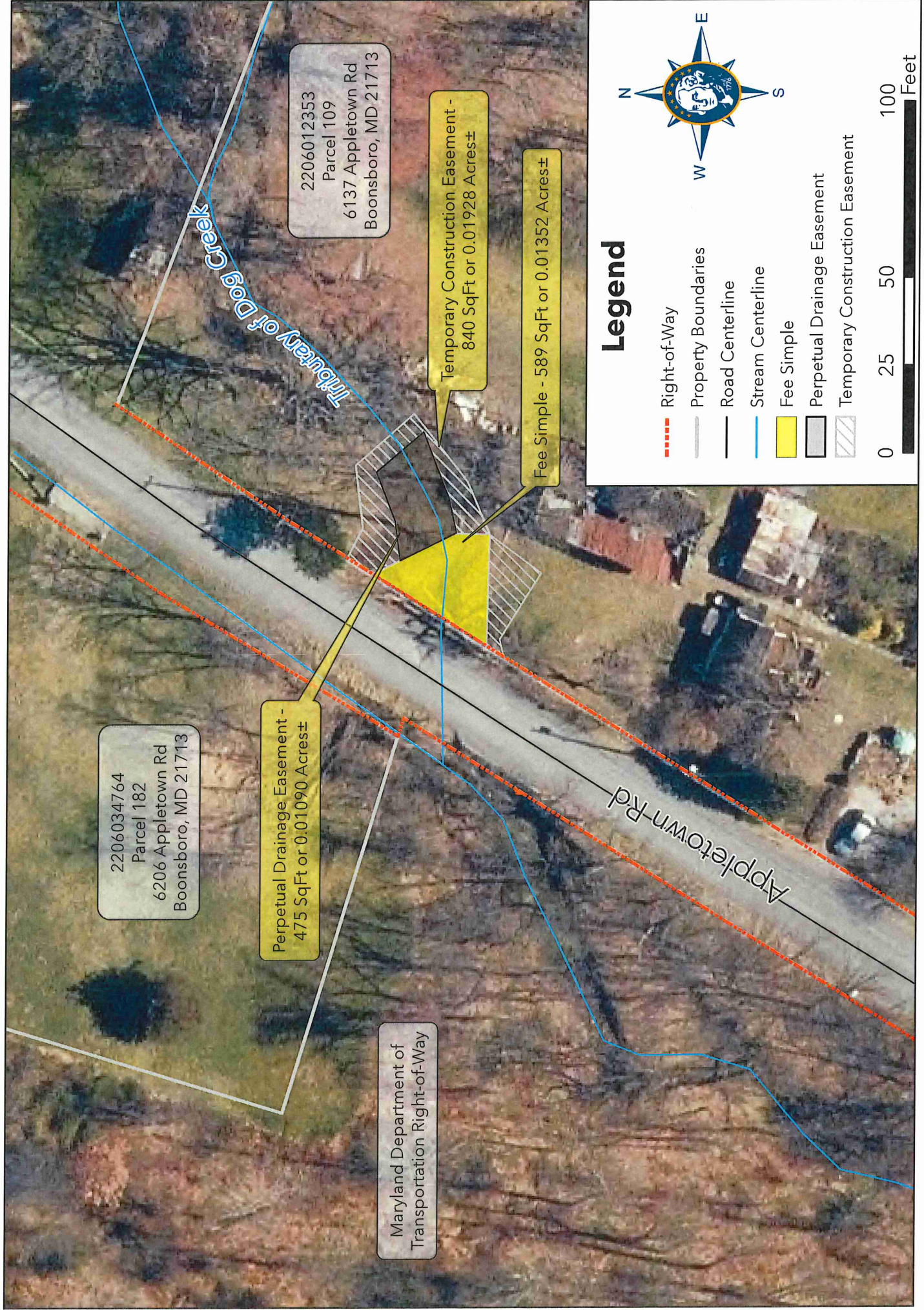
CONCURRENCES: County Attorney's Office (ordinance)

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Ordinance

AUDIO/VISUAL NEEDS: Aerial Map

Appletown Road



ORDINANCE NO. ORD-2026-

**AN ORDINANCE TO APPROVE THE ACQUISITION OF AN EASEMENT
INTEREST IN REAL PROPERTY**

(Appletown Road – Sharling Property)

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the “County”), believes that it is in the best interest of the citizens of Washington County to acquire an easement interest in certain real property identified on the attached Schedule A (the “Easement Property”) to be used for public purposes.

2. The County approved the purchase of the Easement Property on June 9, 2026.

3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as no funds from the General Fund of the County will be utilized to purchase the easements.

4. The purchase of the Right of Way, Perpetual Drainage Easement, and Temporary Construction Easement is necessary for the proposed improvements to Appletown Road.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of the Right of Way, Perpetual Drainage Easement, and Temporary Construction Easement be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Easement Property.

ADOPTED this ___ day of June, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Zachary J. Kieffer
County Attorney

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

SCHEDULE A---DESCRIPTION OF EASEMENT PROPERTY

All that tract of land lying along the existing southerly margin of Right-of-Way for Appletown Road, 1100 feet, more or less, south of its intersection with the existing Netz Road, as shown and/or indicated on the hereinafter mentioned plats, all of which is made a part hereof, so far as Grantor's property and/or rights may be affected by the proposed improvements along Appletown Road and the appurtenances thereto belonging, or anywise appertaining, in Election District No. 18 of Washington County, Maryland, being more particularly described as follows:

BEGINNING for the outline hereof at a point in the existing southerly margin of Right-of-Way of Appletown Road. The said point being fifteen (15) feet right of and perpendicular to station 12+11.05. Said point also being South 34 degrees 27 minutes 51 seconds West 88.71 feet from a 5/8" rebar being at or near the southwestern corner of the lands of Gideon Properties LLC (Liber 5916, folio 165, as shown on plat entitled "14-233 APPLETON ROAD" and intending to be recorded among the Land Records of Washington County, Maryland, in the Right-of-Way Plat Book as Right-of-Way Plat No. 100-10-629; thence crossing lands of Grantor herein by three (3) new lines of Right-of-Way now established,

1. South 26 Degrees 04 Minutes 37 Seconds East 26.52 feet to a point; thence
2. South 02 Degrees 54 Minutes 10 Seconds West 9.77 feet to a point; thence
3. North 88 Degrees 29 Minutes 49 Seconds West 31.61 feet to a point in the eastern right of way of Appletown Road as shown on State Roads Commission Plat No. 19729, said point also being fifteen (15) feet right of and perpendicular to station 11-72.44 of the aforementioned baseline; thence with the existing Right-of-Way
4. North 31 Degrees 57 Minutes 18 Seconds East 38.60 feet to the place of beginning, containing an area of 589 square feet or 0.01352 acres of land, more or less.

Perpetual Easement No. 1:

BEGINNING for the outline hereof at a point being South 26 Degrees 04 Minutes 37 East Seconds 8.59 feet from the beginning of the first line of the aforementioned fee Right-of-Way; thence by new lines of perpetual easement across the lands of the grantor for the following

1. North 82 Degrees 34 Minutes 55 Seconds East 11.28 feet, thence
2. North 68 Degrees 40 Minutes 26 Seconds East 15.12 feet, thence
3. South 39 Degrees 56 Minutes 45 Seconds East 17.66 feet, thence
4. South 68 Degrees 40 Minutes 26 Seconds West 20.70 feet, thence
5. South 78 Degrees 04 Minutes 48 Seconds West 9.74 feet, thence

6. North 26 Degrees 04 Minutes 37 Seconds West 32.78 feet to the place of beginning, containing an area of 475 feet or 0.01090 acre of land, more or less.

TOGETHER with the right to use temporary easement designated as "Temporary Easement" all of which is graphically depicted on the said Right-of-Way Plat No. 100-10-629, encompassing an aggregate area of 840 square feet, or 0.01928 acre of land, more or less.

BEING a portion of the property conveyed unto Grantor from Nota J. Ptacek by a deed dated June 14, 1985, and recorded among the Land Records of Washington County, Maryland, in Liber 786, folio 500.

SUBJECT TO all easements, rights-of-way, covenants, conditions, and restrictions of record applicable thereto.



Agenda Report Form

Open Session Item

SUBJECT: Easement Donation for Mt. Aetna Water Line Project

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering;
Dave Mason, Interim Director, Division of Environmental Management

RECOMMENDED MOTION: Move to approve the donated easement, abandonment of portion of existing easement, and approve ordinance approving said acquisition; and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: The project involves replacing old water line that runs along Mt. Aetna Road and tying into the existing water line at the end of High Point Drive on the Highland View Academy property.

DISCUSSION: Chesapeake Conference Association of Seventh-Day Adventists, Inc. / Highland View Academy have agreed to waive their right to just compensation and donate water line easements on their property. A portion of the existing water line easement to the east will be abandoned and the new water line will run parallel with Mt. Aetna Road. The water line easements are as follows:

Property	Easement	Square Footage
Property Map 59/ Parcel 35	Permanent Water Line Easement	17,880 Square Feet
Property Map 59/Parcel 165	Permanent Water Line Easement	22,741 Square Feet

FISCAL IMPACT: N/A

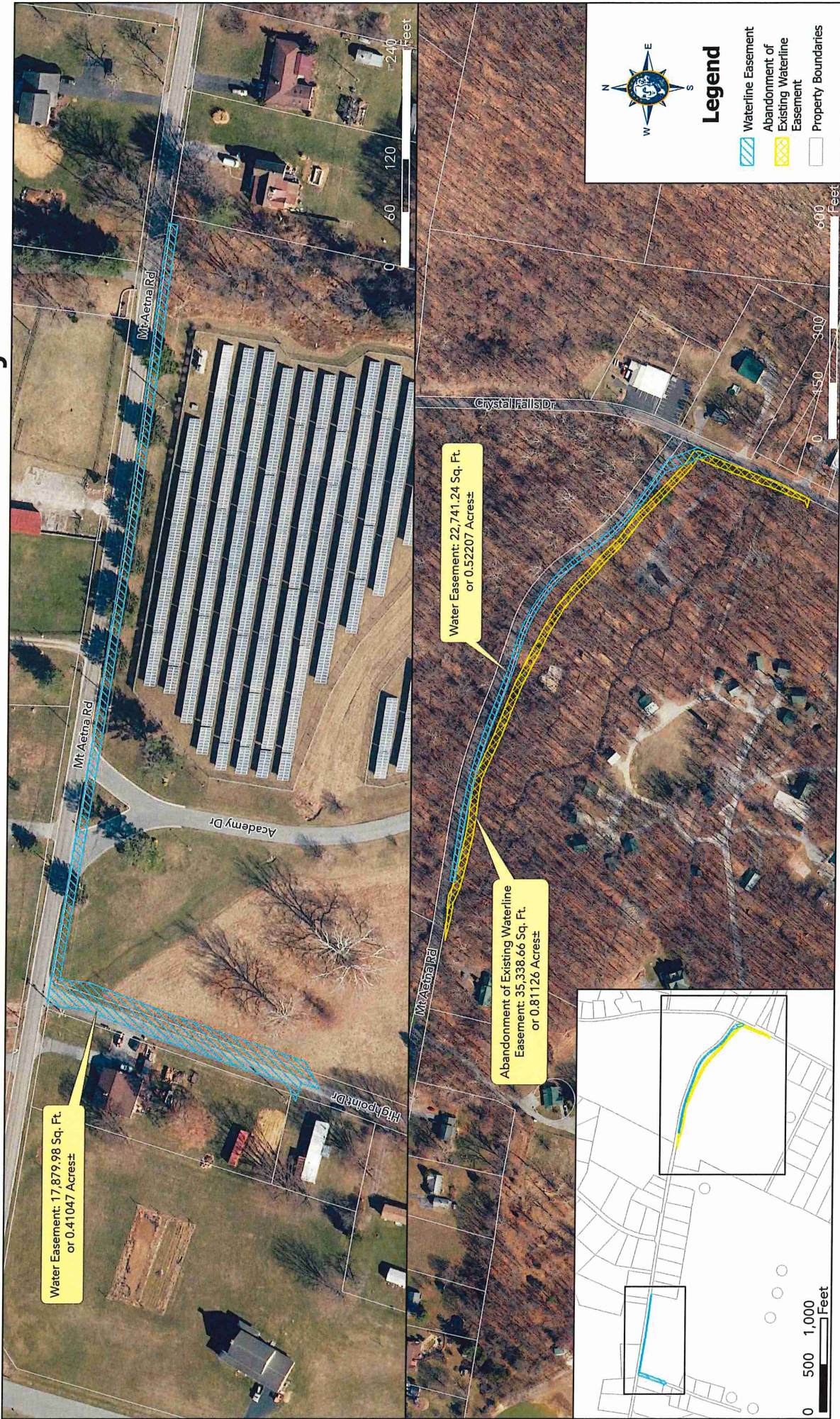
CONCURRENCES: County Attorney's Office

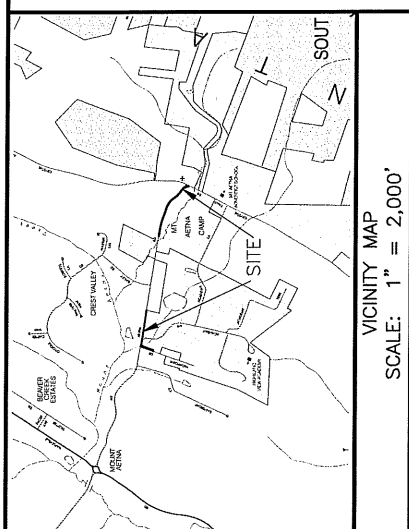
ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Plat, Ordinance

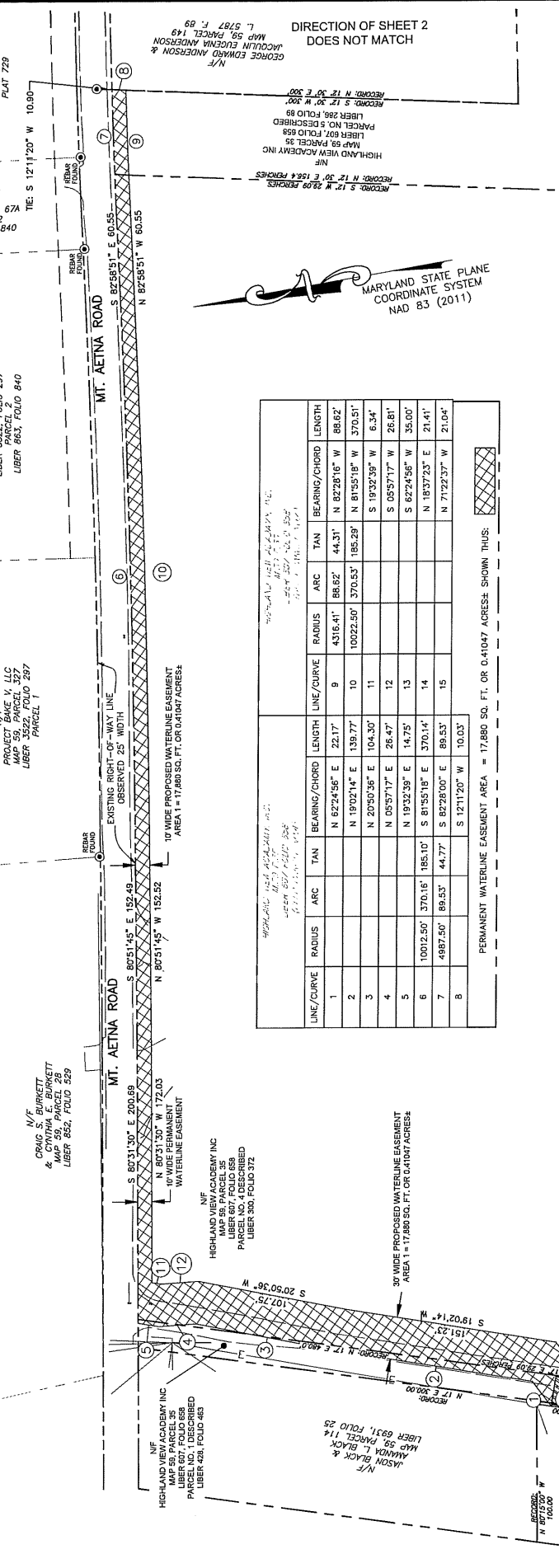
AUDIO/VISUAL NEEDS: Aerial Map

Mount Aetna Road Water Project





VICINITY MAP
SCALE: 1" = 2,000'

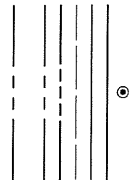


LINE/CURVE	RADIUS	ARC	TAN	BEARING/CHORD	LENGTH	LINE/CURVE	RADIUS	ARC	TAN	BEARING/CHORD	LENGTH
1				N 62°24'56\"	E 22.17'	9	4316.41'	88.62°	44.31'	N 82°28'16\"	88.62'
2				N 19°02'14\"	E 139.77'	10	10022.50'	370.53'	185.29'	N 81°55'18\"	370.51'
3				N 20°50'36\"	E 104.30'	11				S 19°32'39\"	6.34'
4				N 05°57'17\"	E 26.47'	12				S 05°57'17\"	26.81'
5				N 19°32'39\"	E 14.75'	13				S 62°24'56\"	35.00'
6				N 10°12'50\"	370.16'	14				S 81°55'18\"	21.41'
7				4987.50'	89.53'	15				N 19°37'23\"	21.41'
8				S 12°11'20\"	W 10.03'					N 71°22'37\"	21.04'

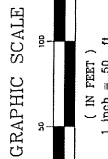
PERMANENT WATERLINE EASEMENT AREA = 17,880 SQ. FT. OR 0.41047 ACRES; SHOWN THUS:



PROPOSED PERMANENT WATERLINE EASEMENT
EXISTING WATERLINE EASEMENT
LIBER 1178, FOLIO 81



EXISTING WATERLINE TO BE ABANDONED
PROPOSED WATERLINE
EXISTING RECORD LOT LINE
EXISTING ACCESS EASEMENT
EXISTING EDGE OF PAVEMENT
EXISTING EDGE OF GRAVEL
EXISTING OVERHEAD LINE
MONUMENT FOUND AS NOTED



GRAPHIC SCALE



DIRECTION OF SHEET 2
DOES NOT MATCH

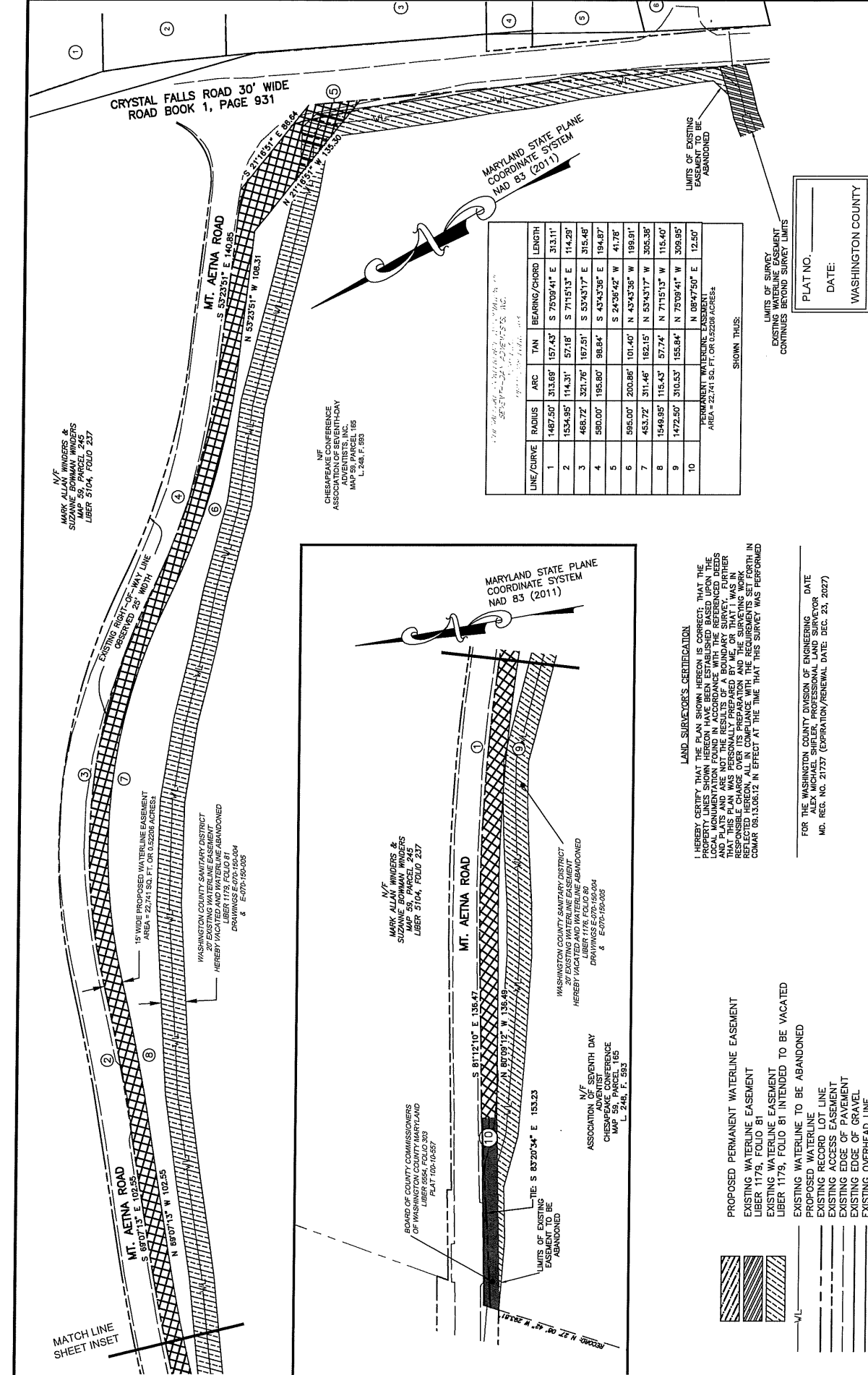
REVISIONS:
APRIL 22, 2026
REVISOR: MARCH 25, 2026

WASHINGTON COUNTY, MARYLAND
DIVISION OF ENGINEERING
Washington County Administrative Annex Building
747 Northern Avenue, Hagerstown, MD 21742

MOUNT AETNA ROAD
HAGERSTOWN, MD 21740

PERMANENT WATERLINE EASEMENT
CHESAPEAKE CONFERENCE ASSOCIATION OF
SEVENTH-DAY ADVENTIST, INC. - LIBER 248, FOLIO 593
HIGHLAND VIEW ACADEMY, INC.
LIBER 607, FOLIO 658





WASHINGTON COUNTY MARYLAND

WASHINGTON COUNTY

PERMANENT WATERLINE EASEMENT

CHESAPEAKE CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, INC. - LIBER 248, FOLIO 583
 HIGHLAND VIEW ACADEMY, INC. - LIBER 607, FOLIO 658

WASHINGTON COUNTY

DIVISION OF ENGINEERING
 Washington County Administrative Annex Building
 747 Soroban Avenue, Hagerstown, MD 21742

MOUNT AETNA ROAD
HAGERSTOWN, MD 21740

PERMANENT WATERLINE EASEMENT

CHESAPEAKE CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, INC. - LIBER 248, FOLIO 583
 HIGHLAND VIEW ACADEMY, INC. - LIBER 607, FOLIO 658

WASHINGTON COUNTY

DIVISION OF ENGINEERING
 Washington County Administrative Annex Building
 747 Soroban Avenue, Hagerstown, MD 21742

MOUNT AETNA ROAD
HAGERSTOWN, MD 21740

PERMANENT WATERLINE EASEMENT

CHESAPEAKE CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, INC. - LIBER 248, FOLIO 583
 HIGHLAND VIEW ACADEMY, INC. - LIBER 607, FOLIO 658

LINE/CURVE	RADIUS	ARC	TAN	BEARING/CHORD	LENGTH
1	1487.50'	315.68'	157.43'	S 75°09'41" E	313.11'
2	1534.95'	114.31'	57.16'	S 71°15'13" E	114.39'
3	468.72'	351.76'	187.51'	S 53°43'17" E	315.46'
4	590.00'	195.90'	98.84'	S 43°43'36" E	194.87'
5	595.00'	203.88'	101.40'	N 43°43'36" W	199.81'
6	453.72'	311.46'	162.15'	N 53°43'17" W	305.38'
7	1549.95'	115.43'	57.74'	N 71°15'13" W	115.40'
8	1472.50'	310.53'	155.84'	N 08°47'50" E	309.95'
9					
10					

AREA = 22,741 SQ. FT. OR 0.52226 ACRES.

SHOWN THUS:

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT; THAT THE PROPERTY LINES SHOWN HEREON HAVE BEEN ESTABLISHED BASED UPON THE LOCAL MONUMENTATION FOUND IN ACCORDANCE WITH THE REFERENCED DEEDS AND RECORDS OF WASHINGTON COUNTY, MARYLAND; AND THAT I WAS PRESENT AT THE TIME THIS PLAN WAS PERSONALLY PREPARED BY ME OR THAT I WAS OTHERWISE CHARGED OVER ITS PREPARATION AND THE SURVEYING WORK COMPAR 09.13.06.12 IN EFFECT AT THE TIME THAT THIS SURVEY WAS PERFORMED.

DATE: _____
 FOR THE WASHINGTON COUNTY DIVISION OF ENGINEERING: _____
 ALEX MICHAEL SUGLER, PROFESSIONAL SURVEYOR
 MD. REG. NO. 21737 (EXPIRATION/RENEWAL DATE: DEC. 23, 2027)

GRAPHIC SCALE

0 20 40 60 80 100 120
 (IN FEET)
 1 inch = 60 ft.

OWNERS:
 HIGHLAND VIEW ACADEMY, INC.
 10100 ACADEMY DR.
 HAGERSTOWN, MD 21740-1800

OWNERS:
 CHESAPEAKE CONFERENCE OF SEVENTH DAY ADVENTISTS
 8500 MARTIN RD. COLUMBIA, MD 21044-3928

PROPERTY	MAP	PARCEL	LIBER	FOLIO
1	58	281	539	587
2	59	87	611	108
3	59	331	2009	415
4	59	281	308	321
5	59	165	248	583
6	58	348	1176	80

DATE: 01-9-2028

DRAWN BY: A.M.S.

SCALE: 1" = 50'

PROPERTY MAP NO: 59

GRID NO: XX

PARCEL NO:

ELECTION DISTRICT: 16

DRAWING NO: 24-0019-01

SHEET NO: 2 OF 2

ORDINANCE NO. ORD-2026-

**AN ORDINANCE TO APPROVE THE ACQUISITION OF EASEMENT INTERESTS
IN REAL PROPERTY**

(Mt. Aetna Waterline Project)

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County"), believes that it is in the best interest of the citizens of Washington County to acquire Waterline Easement Interests in certain real property identified on the attached Schedule A (the "Easement Properties") to be used for public purposes.

2. The County approved the purchase of the Easement Properties on May 19, 2026.

3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as no funds from the General Fund of the County will be utilized to purchase the waterline easements.

4. The Waterline Easements are necessary for the Mt. Aetna Waterline Project.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of the Waterline Easement Interests be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the donation of the Mt. Aetna properties.

ADOPTED this ___ day of May, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Zachary J. Kieffer
County Attorney

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

SCHEDULE A--DESCRIPTION OF EASEMENT PROPERTIES

WATERLINE EASEMENT OVER HIGHLAND VIEW ACADEMY

All that portion of land situate south of Mount Aetna Road, west of Crystal Falls Road, Election District No. 16 of Washington County, Maryland, more particularly described as follows:

BEGINNING for the outline hereon at a point being North 16 degrees 21 minutes 58 seconds East 89.46 feet from a 2-inch pipe found at or near the southeast corner of the lands of Jason Black as described in a deed recorded among the Land Records of Washington County, Maryland, in Liber 2523, Folio 492, said point also being the existing 20 foot wide Washington County Sanitary District Waterline Easement (Liber 1176, folio 80), thence departing the existing Waterline Easement and by new lines of easement over and across the lands of the grantors for the following five (5) courses

1. North 62 degrees 24 minutes 56 seconds East 22.17 feet; thence,
2. North 19 degrees 02 minutes 14 seconds East 139.77 feet; thence,
3. North 20 degrees 50 minutes 36 seconds East 104.30 feet; thence,
4. North 05 degrees 57 minutes 17 seconds East 26.47 feet; thence,
5. North 19 degrees 32 minutes 39 seconds East 14.75 feet to the existing southern right of way of Mount Aetna Road; thence with the southern right of way for Mount Aetna Road for the following five (5) courses, the first being
6. South 80 degrees 31 minutes 30 seconds East 200.69 feet; thence,
7. South 80 degrees 51 minutes 45 seconds East 152.49 feet; thence by a tangent curve to the left having a radius of 10012.50 feet, an arc of 370.16 feet, a tangent of 185.10 feet and a chord bearing and distance of
8. South 81 degrees 55 minutes 18 seconds East 370.14 feet; thence,
9. South 82 degrees 58 minutes 51 seconds East 60.55 feet; thence by a tangent curve to the right having a radius of 4987.50 feet, an arc of 89.53 feet, a tangent of 44.77 feet and a chord bearing and distance of
10. South 82 degrees 28 minutes 00 seconds East 89.53 feet to a point being South 12 degrees 11 minutes 20 seconds West 10.90 feet from a railroad spike found for the northwest corner of the lands of George Edwards Anderson and Jacquilin Eugenia Anderson recorded among the Land Records of Washington County, Maryland, in Liber 5787, Folio 89, said points also being in the western or "North 12 degrees 30 minute East 300 foot line of the lands of said "Anderson" (Liber 5787, folio 89), thence with a portion of the said line reversed

11. South 12 degrees 11 minutes 20 seconds West 10.03 feet, thence leave the western line of the lands of George Edwards Anderson and Jacquilin Eugenia Anderson (Liber 5787, Folio 89) thence by new lines of easement over and across the lands of the grantor for the following eight (8) courses, the first being a non-tangent curve to the left having a radius of 4316.41 feet, an arc of 88.62 [feet], a tangent of 44.31 [feet], and a chord of
12. North 82 degrees 28 minutes 16 seconds West 88.62 feet, thence
13. North 82 degrees 58 minutes 51 seconds West 60.55 feet, thence by a tangent curve to the right having a radius of 10022.50 feet, an arc of 370.53 feet, a tangent of 185.29 feet and a chord bearing and distance of
14. North 81 degrees 55 minutes 18 seconds West 370.51 feet, thence
15. North 80 degrees 51 minutes 45 seconds West 152.52 feet, thence
16. North 80 degrees 31 minutes 30 seconds West 172.03 feet, thence
17. South 19 degrees 32 minutes 39 seconds West 6.34 feet, thence
18. South 05 degrees 57 minutes 17 seconds West 26.81 feet, thence
19. South 20 degrees 50 minutes 36 seconds West 107.75 feet, thence
20. South 19 degrees 02 minutes 14 seconds West 151.23 feet, thence
21. South 62 degrees 24 minutes 56 seconds West 35.00 feet to a point in the existing 20-foot-wide Washington County Sanitary District Waterline Easement (Liber 1176, Folio 80), thence with the existing waterline easements for the following two (2) courses
22. North 18 degrees 37 minutes 23 seconds East 21.41 feet, thence
23. North 71 degrees 22 minutes 37 seconds West 21.41 feet to the beginning, containing an area of 17,880 square feet or 0.41047 acre of land, more or less.

BEING a portion of the lands of Grantor herein by deed recorded among said Land Records in Liber 607, Folio 658; further being parts of Deed Parcels 1, 4, and 5 in said deed, being further shown on a drawing made by the Division of Engineering for Washington County, Maryland titled "Mount Aetna Road, Hagerstown, Maryland 21740, Permanent Waterline Easement", and intending to be attached hereto and made a part hereof.

WATERLINE EASEMENT OVER CHESAPEAKE CONFERENCE

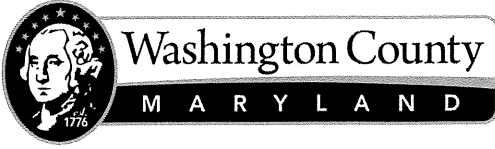
All that portion of land situate south of Mount Aetna Road, west of Crystal Falls Road, Election District No. 16 of Washington County, Maryland, more particularly described as follows:

BEGINNING for the outline hereon at a point being South 83 degrees 20 minutes 34 seconds East 153.23 feet from a concrete pipe found at or near the northeast corner of the lands of Chesapeake Conference of Seventh-Day Adventists as described in a deed recorded among the Land Records of Washington County, Maryland, in Liber 933, Folio 702, said point of beginning also at the end of the third or South 08 degrees 47 minutes 50 seconds East 12.50 feet line of the lands previously conveyed to the Washington County Board of County Commissioners by deed recorded among the Land Records of Washington County, Maryland in Liber 5554, Folio 303, thence with the existing southern right of way line of Mount Aetna Road for the following six (6) courses, the first being

1. South 81 degrees 12 minutes 10 seconds East 136.47 feet; thence by a tangent curve to the right having a radius of 1487.50 feet, an arc of 313.69 [feet], a tangent of 157.43 [feet], and a chord bearing and distance of
2. South 75 degrees 09 minutes 41 seconds East 313.11 feet;
3. South 69 degrees 07 minutes 13 seconds East 102.55 feet, thence by a tangent curve to the left having a radius of 1534.95 feet, an arc of 114.31 [feet], a tangent of 57.18 [feet], and a chord bearing and distance of
4. South 71 degrees 15 minutes 13 seconds East 114.29 feet; thence, by a reverse curve to the right having a radius of 468.72 feet, an arc of 321.76 feet, a tangent of 167.51 feet and a chord bearing and distance of
5. South 53 degrees 43 minutes 17 seconds East 315.48 feet; thence by a reverse curve to the left having a radius of 580.00 feet, an arc of 195.80 [feet], a tangent of 98.84 [feet] and a chord bearing and distance of
6. South 43 degrees 43 minutes 36 seconds East 194.87 feet; thence
7. South 53 degrees 23 minutes 51 seconds East 140.85 feet, thence departing the southern right of way line for Mount Aetna Road and crossing the lands of the grantor by new line of easement
8. South 21 degrees 16 minutes 51 seconds East 86.64 feet to a point in or near the existing western right of way for Crystal Falls Drive, thence with a portion of the western right of way line for Crystal Falls Drive
9. South 24 degrees 36 minutes 42 seconds West 41.78 feet, thence departing the right of way line and by new lines of easement over and across the lands of the grantor

10. North 21 degrees 16 minutes 51 seconds West 135.30 feet, thence
11. North 53 degrees 23 minutes 51 seconds West 108.31 feet, thence by a tangent curve to the left having a radius of 595.00 feet, an arc of 200.86 feet, a tangent of 101.40 feet, and a chord bearing and distance of
12. North 43 degrees 43 minutes 36 seconds West 199.91 feet, thence by a reverse curve to the right having a radius of 453.72 feet, an arc of 311.46 feet, a tangent of 162.15 feet, and a chord bearing distance of
13. North 53 degrees 43 minutes 17 seconds West 305.38 feet thence by a reverse curve to the left having a radius of 1549.95 feet, an arc of 115.43 [feet], a tangent of 57.74 [feet], and a chord bearing and distance of
14. North 71 degrees 15 minutes 13 seconds West 115.40 feet, thence
15. North 69 degrees 07 minutes 13 seconds West 102.55 feet, thence by a tangent curve to the left having a radius of 1472.50 feet, an arc of 310.53 feet, a tangent of 155.84 feet and a chord bearing and distance of
16. North 75 degrees 09 minutes 41 seconds West 309.95 feet, thence
17. North 80 degrees 09 minutes 12 seconds West 136.49 feet to a point being the end of the third or South 08 degrees 47 minutes 50 seconds East 12.50 feet line of the lands previously conveyed to the Washington County Board of County Commissioners by deed record among the Land Records of Washington County, Maryland, in Liber 5554, Folio 303, thence with the said line reversed
18. North 08 degrees 47 minutes 50 seconds East 12.50 feet to the point of beginning, containing an area of 22,741 square feet or 0.52206 acre of land, more or less.

BEING a portion of the lands conveyed unto Grantor from Rosie Dingfelder by deed dated August 25, 1948, and recorded among aforementioned Land Records in Liber 248, Folio 593; further shown on a drawing made by the Division of Engineering for Washington County, Maryland, titled "Mount Aetna, Hagerstown, MD 21740, Permanent Waterline Easement", and intending to be recorded as Miscellaneous plat.



Agenda Report Form

Open Session Item

SUBJECT: Construction Bid Award – Showalter Road at Perini Avenue Intersection Improvements

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to award the bid for the Showalter Road at Perini Avenue Intersection Improvements contract to the lowest responsive, responsible bidder, Rowland & Company, of Hagerstown, Maryland in the amount of \$417,525.50.

REPORT-IN-BRIEF: The County accepted bids on the project on May 6, 2026. The project was advertised on the State of Maryland's e-Maryland Marketplace Advantage (eMMA) website, and on the County's online bidding website. Two bids were received as shown on the attached bid tabulation.

<u>Contractor:</u>	<u>Total Bid:</u>
Rowland & Company	\$417,525.50
Francis O. Day Co., Inc.	\$433,423.50

DISCUSSION: The project involves work on Showalter Road and Perini Avenue including construction of a concrete median and auxiliary lane, grading, asphalt paving, pavement markings, signage, and installation of traffic barrier. The project is a 100 consecutive calendar day contract with an anticipated notice to proceed in July, and a completion date in October 2026. There will be a road closure on Perini Avenue and lane closures on Showalter Road associated with this work. Public notices will be made, and road work signs posted prior to the start of work.

FISCAL IMPACT: The project will utilize available funds from Capital Improvement Plan (CIP) EQP052. Total expenses are estimated at \$497,525.50; including \$417,525.50 for the proposed bid award, and \$80,000 for other expenses such as inspection, testing, utilities, and construction contingency.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation, Aerial Map

AUDIO/VISUAL TO BE USED: Aerial Map

ENG-26-04

Showalter Road at Perini Avenue Intersection Improvements

Organization
Workgroup

Washington County, MD
Engineering

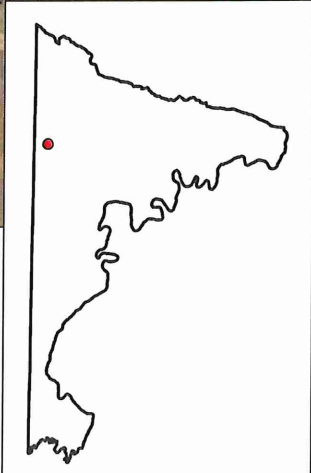
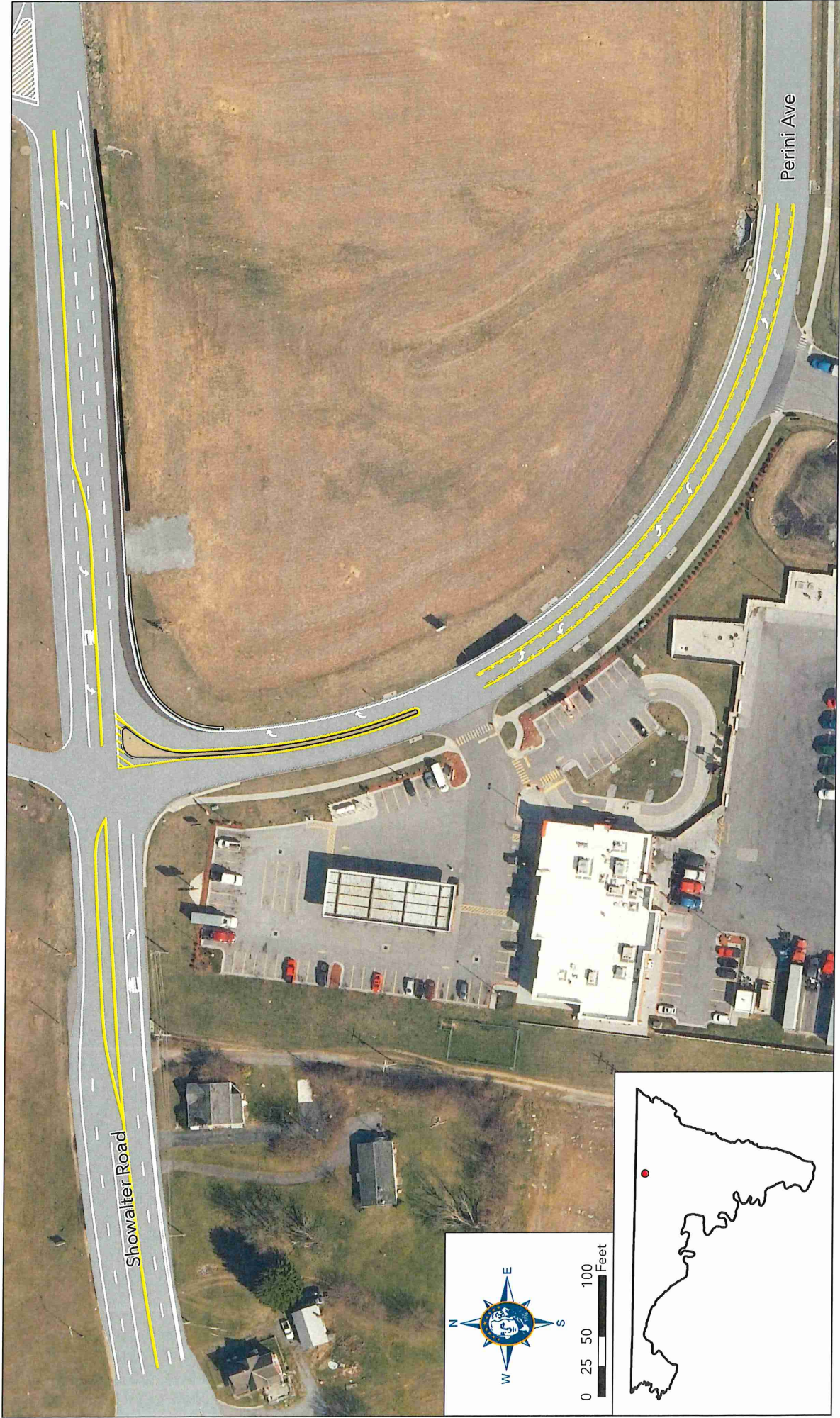
Event Type
ITB

Issue Date
4/1/2026 12:16:50 PM (ET)

Close Date
5/16/2026 02:00:00 PM (ET)

Line #	Description	QTY	UOM	Rowland & Company		Francis O. Day Co., Inc.	
				Total Price Unit	Extended	Total Price Unit	Extended
1	1001 Mobilization	1	LS	\$28,500.00	\$28,500.00	\$24,750.00	\$24,750.00
2	1002 Maintenance of Traffic	1	LS	\$27,000.00	\$27,000.00	\$38,000.00	\$38,000.00
3	1003 Temporary Traffic Signs	220	SF	\$18.50	\$4,070.00	\$40.00	\$8,800.00
4	1004 Type III Barricade for Maintenance of Traffic	5	EA	\$422.00	\$2,110.00	\$280.00	\$1,400.00
5	1005 Drums for Maintenance of Traffic	100	EA	\$85.00	\$8,500.00	\$75.00	\$7,500.00
6	1006 Removal of Existing Pavement Markings, Any Width	1950	LF	\$1.75	\$3,412.50	\$3.70	\$7,215.00
7	1007 Removal of Pavement Marking Symbols	4	EA	\$323.00	\$1,300.00	\$15.00	\$60.00
8	1008 Temporary Pavement Markings, 4 inch	2900	LF	\$1.10	\$3,190.00	\$2.10	\$6,090.00
9	1009 Temporary Pavement Marking Symbols	40	SF	\$99.00	\$3,960.00	\$47.00	\$1,880.00
10	1010 Portable Message Sign	2	EA	\$600.00	\$1,200.00	\$10,700.00	\$21,400.00
11	1011 Temporary Concrete Traffic Barrier	132	LF	\$48.00	\$6,336.00	\$80.00	\$10,560.00
12	1012 Temporary Crash Cushion Sand Filled Plastic Barrels	24	EA	\$420.00	\$10,080.00	\$375.00	\$9,000.00
13	1013 Contingent: Temporary Orange Construction Fence	400	LF	\$9.50	\$3,800.00	\$5.00	\$2,000.00
14	1014 Construction Stakeout	1	LS	\$8,200.00	\$8,200.00	\$5,000.00	\$5,000.00
15	2001 Unclassified Excavation	650	CY	\$55.38	\$35,997.00	\$100.00	\$65,000.00
16	2002 Contingent: Unsuitable Material Excavation	50	CY	\$83.00	\$4,150.00	\$120.00	\$6,000.00
17	2003 Common Borrow	250	CY	\$33.00	\$8,250.00	\$70.00	\$17,500.00
18	2004 Contingent: Selected Backfill	25	CY	\$51.00	\$1,275.00	\$100.00	\$2,500.00
19	2005 Demo Existing Combination Curb and Gutter	190	LF	\$28.00	\$5,320.00	\$13.00	\$2,470.00
20	2006 Demo Concrete Island	5	CY	\$750.00	\$3,750.00	\$300.00	\$1,500.00
21	2007 Contingent: Test Pit Excavation	10	CY	\$220.00	\$2,200.00	\$250.00	\$2,500.00
22	3001 Silt Fence	500	LF	\$15.00	\$7,500.00	\$2.10	\$1,050.00
23	3002 Stabilized Construction Entrance	1	EA	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
24	5001 Full Depth Saw Cuts	1160	LF	\$7.50	\$8,700.00	\$1.00	\$1,160.00
25	5002 Graded Aggregate Base - 6 inch Depth	1000	SY	\$10.12	\$10,120.00	\$15.00	\$15,000.00
26	5003 Hot Mix Asphalt Superpave Surface 12.5mm PG64S-22	200	Ton	\$110.60	\$22,120.00	\$130.00	\$26,000.00
27	5004 Hot Mix Asphalt Superpave Base 19mm PG64S-22	400	Ton	\$105.82	\$42,328.00	\$102.00	\$40,800.00
28	5005 5" White Thermoplastic Pavement Markings	1300	LF	\$2.80	\$3,640.00	\$1.50	\$1,950.00
29	5006 5" Yellow Thermoplastic Pavement Markings	3900	LF	\$1.80	\$7,020.00	\$1.50	\$5,850.00
30	5007 10" Yellow Thermoplastic Pavement Markings	90	LF	\$8.50	\$765.00	\$2.30	\$207.00
31	5008 White Preformed Thermoplastic Pavement Marking Legends and	200	SF	\$22.00	\$4,400.00	\$10.50	\$2,100.00
32	5009 Milling Hot Mix Asphalt Pavement 0-2 in. Depth	750	SY	\$9.96	\$7,470.00	\$7.00	\$5,250.00
33	6001 Mix 6 Concrete, 8 inch Depth	850	SF	\$21.70	\$18,445.00	\$13.50	\$11,475.00
34	6002 Type A Concrete Curb and Gutter	305	LF	\$54.60	\$16,653.00	\$38.00	\$11,590.00
35	6003 Monolithic Concrete Median 4 FT Width, Type A-1	200	LF	\$137.20	\$27,440.00	\$125.00	\$25,000.00
36	6004 Relocate Existing Traffic Barrier	270	LF	\$6.00	\$1,620.00	\$5.30	\$1,431.00
37	6005 New Traffic Barrier W-beam Single Face	80	LF	\$106.00	\$8,480.00	\$105.00	\$8,400.00
38	6006 Traffic Barrier End Treatment Type C	1	EA	\$11,370.00	\$11,370.00	\$5,900.00	\$5,900.00
39	7001 Placing, Furnished, Topsoil, 4 inch depth	1200	SY	\$8.50	\$10,200.00	\$13.00	\$15,600.00
40	7002 Temporary Seeding	100	SY	\$7.50	\$750.00	\$10.00	\$1,000.00
41	7003 Temporary Mulch	100	SY	\$13.00	\$1,300.00	\$5.00	\$500.00
42	7004 Turfgrass Establishment	1200	SY	\$15.25	\$18,300.00	\$1.75	\$2,100.00
43	7005 Type A Soil Stabilization Matting	225	SY	\$13.00	\$2,925.00	\$3.00	\$675.00
44	8001 Square Perforated Tubular Steel Posts	90	LF	\$18.00	\$1,620.00	\$18.50	\$1,665.00
45	8002 Square Tubular Steel Anchor Bases	8	EA	\$220.00	\$1,760.00	\$210.00	\$1,680.00
46	8003 Sheet Aluminium Signs	50	SF	\$42.00	\$2,100.00	\$29.50	\$1,475.00
47	8004 Relocate Existing Signs	18	SF	\$193.00	\$3,474.00	\$21.00	\$378.00
48	8005 Remove Existing Signs	5	SF	\$85.00	\$425.00	\$12.50	\$62.50

Perini Avenue - Showalter Road Intersection





Open Session Item

SUBJECT: Appletown Road Precast Concrete Box Culvert

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to award the bid for supplying a precast concrete box culvert for the Appletown Road Culvert replacement project to the lowest responsive, responsible bidder, Gillespie Precast of Chestertown, Maryland in the amount of \$114,727.14.

REPORT-IN-BRIEF: The County accepted bids for the precast concrete box culvert on May 29, 2026. The bid was advertised on the State of Maryland's e-Maryland Marketplace Advantage (eMMA) website, and on the County's online bidding website. Two bids were received as shown on the attached bid results.

DISCUSSION: The precast concrete box culvert would be scheduled for delivery this summer. Work is anticipated to be completed by the County Highway Department within two months from delivery of the culvert. The Highway Department works on culvert repairs/replacements for various projects each year.

FISCAL IMPACT: This is a budgeted Capital Improvement Plan (CIP) project (BRG099).

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Results, Aerial Map

AUDIO/VISUAL TO BE USED: Aerial Map

Event Number

ENG-26-05

Event Title

Supply Reinforced Precast Concrete Box Culvert

Issue Date

4/29/2026 01:23:19 PM (ET)

Close Date

5/29/2026 02:00:00 PM (ET)

Organization

Washington County, MD

Workgroup

Division of Engineering

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Gillespie Precast/MID	Chestertown	MD	5/28/2026 07:06:50 AM (ET)	2	\$114,727.14
TOCA LLC	KELLER	TX	5/29/2026 12:11:17 AM (ET)	2	\$124,091.00

Appletown Road





Agenda Report Form

Open Session Item

SUBJECT: Contract Extension – Local Cooperative (2023-01) – No. 2 Heating Oil Supply and Delivery.

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Office of Procurement, and Andrew Eshleman, Director of Public Works.

RECOMMENDED MOTION: Move to concur with the recommendation of the Washington County Public Schools (WCPS) to extend the contract for Washington County Government's No. 2 heating fuel oil to the responsive, responsible low bidder, A.C.& T Co., Inc. of Hagerstown, MD who submitted a bid factor of \$0.2395 per gallon for tank wagon deliveries.

REPORT-IN-BRIEF: Washington County Government, the City of Hagerstown, Hagerstown Community College, Washington County Free Library, Washington County Health Department and Washington County Public Schools cooperatively bid heating fuel requirements. On Wednesday, April 22, 2026, the Washington County Public Schools extended its contract for *tank wagon loads and transport loads* to the responsive, responsible bidder, A.C.& T Co., Inc. of Hagerstown, MD. The contract was originally awarded by WCPS on August 16, 2022, through a competitively bid process and approved for use by the county by the Board of County Commissioners of Washington County on September 13, 2022.

The extension period is effective August 1, 2026, and ending November 30, 2026. This is an extension rather than a renewal due to the Washington County Office of Procurement taking the lead on combining both Heating Fuel and Gasoline and Diesel Fuel Deliveries into a single annual bid. These services are being combined to ensure a more efficient, competitive bidding procedure. This competitive bid process will continue to be a cooperative contract for services for Washington County Government, City of Hagerstown, Hagerstown Community College, Washington County Free Library, Washington County Health Department and Washington County Public Schools, with Washington County Government assuming the primary leadership role. The goal is to maintain collaboration between all parties while optimizing procurement for these essential services.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted, as required, by the individual using department/agencies

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: WCPS extension letter dated May 4, 2026.

AUDIO/VISUAL NEEDS: N/A

May 4, 2026

NOTICE OF EXTENTION

AC&T Co., Inc.
Mr. Charles Goodie, Vice President
11535 Hopewell Road
PO Box 4217
Hagerstown, MD 21741
E-mail: cgoodie@acandt.com; ataylor@acandt.com; dwhittington@acandt.com

Ref: Bid 2023-01 Heating Oil Supply and Delivery - Renewal

Please be advised that on Wednesday, April 22, 2026 Washington County Public Schools (WCPS) has agreed to extend the contract with your company for the above referenced bid. The extention is for both transport deliveries (bid factor \$0.1395) and tank wagon deliveries (bid factor \$0.2395) per gallon plus the weekly OPIS wholesale price per gallon.

The extention is effective August 1, 2026 through November 30, 2026.

Please continue to reference Contract **23048** for the WCPS invoices.

Your continued interest in serving Washington County Public Schools is appreciated. If you should have any questions concerning this matter, please contact me at (bachtsco@wcps.k12.md.us).

Sincerely,
Scott Bachtell
Scott Bachtell
Supervisor of Purchasing



Agenda Report Form

Open Session Item

SUBJECT: Contract Renewal (PUR-1611) Janitorial Services for Washington County

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Office of Procurement; Daniel Hixon, Deputy Director, Buildings, Grounds and Facilities

RECOMMENDED MOTION: Move to renew the contract for Janitorial Services for Washington County Office Buildings under Option No. 1 with Jasso Maintenance LLC, of Rockville, MD, based on its letter dated April 27, 2026, requesting a 5% increase for FY'27. The last request for an increase was made in Fiscal Year 2025.

REPORT-IN-BRIEF: On August 8, 2023, the Board originally awarded a contract for the subject services to Jasso Maintenance LLC, in the total annual amount of \$285,118.00 for eight (8) locations. The term of the contract is for a one (1) year period, that commenced on August 8, 2023, with an option by the County to renew for up to four (4) additional consecutive one (1) year periods. This is the third of four one (1) year optional renewals of the contract. The County reserves the right to accept or reject any request for renewal by the Bidder, and any increase in monthly costs for each specified building.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted for these services within each using department's FY'27 operating budget account under maintenance services.

CONCURRENCES: Public Works Director

ALTERNATIVES: N/A

ATTACHMENTS: Letter of Intent to Renew, dated April 27, 2026.

AUDIO/VISUAL NEEDS: N/A



JASSO MAINTENANCE, LLC

15825 Redland Road
ROCKVILLE, MARYLAND 20850
PHONE: (240) 403-7719
MOBILE: (301) 252-8807
FAX: (301) 987-1513
E-MAIL: jjasso1010@gmail.com

April 27, 2026

Ms. Brandi J. Kentner, CPPO, CPPB, NIGP-CPP
Director of Purchasing
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Room 3200
Hagerstown, MD 21740

Re: Letter of Intent for Contract Renewal PUR-1611 Janitorial Services for Washington County Office Buildings

Ms. Kentner

Jasso Maintenance, LLC is formally requesting a renewal of PUR-611 Janitorial Services for Washington County. We have valued our partnership over the past years and remain committed to providing high-quality service.

To ensure we continue delivering high-quality service, we are requesting 5% increase for janitorial services. We would like it to be effective July 2026 billing cycle if approved. Current pricing is \$18.19 per hour the increase would elevate it to \$19.09 per hour. This adjustment accounts for increased operational costs and inflation, allowing us to maintain the same committed team and service standards.

We look forward to continuing our partnership. Your consideration in this matter is greatly appreciated. If you have any questions or concerns, please contact me.

Sincerely,



Jose Jasso/President



Open Session

SUBJECT: Sole Source Procurement - Compatibility (PUR-1828) Electronic Door Controls & Intercom System Upgrade at the Washington County Detention Center

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Office of Procurement; Terry Hill, Senior Systems Mechanic, Sheriff's Office

RECOMMENDATION: Move to authorize a sole-source procurement for the Electronic Door Control & Intercom System Upgrade at the Washington County Detention Center in the amount of \$255,000 from Montgomery Technology Systems, LLC of Greenville, AL.

REPORT-IN-BRIEF: The Sheriff's Office 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.

This purchase is direct from the manufacturer of the current system in place at the Detention Center. The current system requires an upgrade and the integration and addition of the Female Housing Unit to the existing system. The current system has components that are now obsolete, requiring an upgrade. With the integration of the new equipment coming directly from the manufacturer of the existing equipment, there will no downtime of this critical security system during the upgrade, nor will there be any training required. This manufacturer is the sole source of this program and technology.

DISCUSSION: This is a sole-source procurement request; the requested vendor (Montgomery Technology Systems, LLC) is the provider of the current electronic door control and intercom system at the Washington County Detention Center.

FISCAL IMPACT: Funds are available in the department's Capital Improvement Plan budget BLD089 for this purchase.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Montgomery Technology Systems, LLC quote dated May 13, 2026.



Montgomery Technology
Systems, LLC

Sensible, Reliable Installations & Service

May 13, 2026

Subject: Washington County Jail, MD – Control System Upgrade

Montgomery Technology Systems, LLC (MTS) is pleased to provide a quote for all necessary material for the below described scope of work for the above referenced project. MTS is proposing to provide a Montgomery Technology, Inc. (MTI) control system. MTI has been in business for over 30 years and has completed over 2000 installations in the detention market. This quote is based information obtained during our site visit.

Control System

MTS will provide and install six (6) control stations to replace the existing MTI control stations (CC1, TS-A, TS-B, TS-CD, TS-E, and TS-F). The control stations will include an HP EliteDesk G9 Small Form Factor computer running Windows 11 and MTI Provision software, and a microphone for intercommunications. MTS will reuse the existing control station for TS-CC2 and provide and install one (1) 24” Elo touchscreen for TS-CC2. MTS will reuse all other existing monitors as is. MTS will provide and install one (1) All-in-One (AiO) control station to replace the existing AiO station (TS-E1). MTS will provide and install one (1) HP server to provide logging for the MTI control system. MTS will provide and install new MTI 91720 data controllers to replace existing MTI 91620s. MTS will provide and install new MTI 91743 digital amplifiers to replace the existing amplifiers.

MTS will provide and install new termination boards, relays, and decoders to replace existing boards on the existing MTI locking and audio system.

MTS will provide and install new GE lighting panels to replace the existing lighting panels.

Female Housing Unit

MTS will provide and install an MTI Dragonfly Control System to replace the existing control system located in the Female Dorm. MTS will provide and install one (1) MTI control station to replace the existing control panel. The control station consists of a Hewlett Packard (HP) EliteDesk 800 G9 Small Form Factor computer running MTI Provision software, one (1) 24” Elo touchscreen monitor for controls, a microphone and desktop speakers for intercommunications. MTS will provide and install Cat6 cabling between the control station and their associated equipment room.

MTS will provide and install MTI 81622 locking termination boards, Omron G2R-1-S-12VDC relays, and TDK-Lambda DRF240-24-1 power supplies for the locking control system. MTS will reuse existing door locks, position switches, and cabling as is.

MTS will provide and install an MTI 91743 digital amplifier and MTI 81129-1 audio termination boards for the audio system. MTS will provide and install new Quam CIS4/25 intercom stations to replace the existing intercom stations.

T | 800.392.8292

O | 334.382.7441

Alabama Office (HQ)
23 Old Stage Road
Greenville, AL 36037

Mississippi Office
707-A Azalea Dr.
Waynesboro, MS 39367

Texas Office
1045 E. Nakoma Dr. • Suite 102
San Antonio, TX 78216



Montgomery Technology
Systems, LLC

Sensible, Reliable Installations & Service

MTS will provide and install new four conductor with shield intercom cabling utilizing existing pathways for each intercom station.

MTS has accounted for the following devices in Female Housing:

- Swing Doors: 7
- Sliding Doors: 2
- Intercoms: 14

MTS will provide and install a new GE lighting panel to replace the existing lighting panel.

MTS will reuse all existing field devices and cabling as is except where otherwise noted. MTS will assist the facility in troubleshooting problems with existing field devices. Once an existing field device is found to be defective, it will be the facility's responsibility to repair or replace the existing device.

Uninterruptable Power Supplies

Owner to provide new UPSs.

Networking

MTS will reuse all existing network switches as is. However, MTS will provide and install an HP Aruba 2930F series PoE network switch for connection of control system network enabled devices in Female Housing. MTS will provide and install Cat6 cabling for all headend equipment connections in Female Housing.

Training

MTS has included two (2) hours of onsite training to be performed at project completion. Training will be conducted during normal business hours (M-F 7:00 am to 5:00 pm).

Pricing

MTS is pleased to provide the above scope of work for a total of **\$255,000.00**.

**All applicable taxes have been included.*

***Bonding can be added for 1% of the total contract price.*

Warranty

1. MTS provides the manufacturers standard warranty that all products are to be free of defects in material and workmanship for a period of one (1) year from date of substantial completion.
2. Conditions of the warranty apply only to materials supplied as part of this quote.
3. MTS is neither responsible for damage caused by acts of God nor neglect or abuse by others who have gained access to the equipment.

T | 800.392.8292

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Systems, LLC

Sensible, Reliable Installations & Service

Lead Times and Submittals

1. MTS will provide submittals within twelve (12) weeks of receipt of contract or purchase order.
2. Upon receipt of approved submittals and first payment, MTS will order all material and schedule the installation of the project. Material lead times are twelve (12) weeks. However, material lead times can be affected by forces outside of MTS' control (i.e., material shortages). If the material lead times are longer than stated, MTS will advise at the time the material is ordered.
3. MTS will complete the installation within ten (10) weeks of material arriving onsite.

Terms of Payment

1. All pricing is good for 60 days from date of quote.
2. MTS will invoice upon project completion.
3. All invoices will be paid within 30 days from invoice date.
4. All invoices not paid within 30 days will be subject to a 1.5% per 30-day late charge.
5. All invoices not paid within 60 days will result in the account being put on credit hold. Once an account is placed on credit hold, MTS will discontinue all services until the account is restored to good standing.
6. If this project is sales tax exempt, a tax exemption certificate must be provided prior to material being ordered.

If I can be of any assistance or answer any questions, please do not hesitate to call me at 800-392-8292.

Sincerely,

Michelle Gafford

T | 800.392.8292

O | 334.382.7441

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23 Old Stage Road
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San Antonio, TX 78216



Agenda Report Form

Open Session Item

Public Packet

SUBJECT: Contract Award (PUR-1815) – Local Care Team Coordinator

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Office of Procurement; Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to award the contract for the Local Care Team Coordinator to the responsible proposer with the responsive proposal.

REPORT-IN-BRIEF: The purpose of the service to be provided is to fulfill the requirements of the County’s Community Partnership Agreement (CPA) for fiscal year 2027 with the Governor’s Office of Crime Prevention, Youth, and Victim Services (GOCPYVS). The award of funds for Local Care Team Coordinator shall commence upon receipt of a fully executed contract between the Board of County Commissioners of Washington County and the awarded vendor. The awarded contract shall expire on June 30, 2027, with an option to renew up to two (2) consecutive one-year periods through 2029.

The Coordinating Committee was comprised of the following members: Buyer, Office of Procurement, OGM Director or Director designee, OGM Grant Manager (Chairman Designee), OGM Senior Grant Manager and LMB Board Chairperson, or designee. Notice of the Request for Proposal (RFP) was advertised on EUNA the County’s online bidding web site, and on the State’s “e-MarylandMarketplace Advantage” web site. Eighteen (18) individuals/companies/bid houses downloaded the RFP document from the County’s web site. Proposals were received from two (2) firms. The Qualifications & Experience submittals were evaluated and one was considered to be responsive; therefore, the Price Proposal of that firm was then opened and evaluated. The Committee deemed the other firm to be non-responsive due to the lack of experience with child placement systems and special education, which was a requirement in the Request for Proposal (RFP); therefore, this firm’s pricing proposal was not opened.

DISCUSSION: N/A

FISCAL IMPACT: Funding from the Maryland Governor’s Office for Children in the amount of \$58,789

CONCURRENCES: Award as unanimously recommended by the Coordinating Committee.

ALTERNATIVES: N/A

ATTACHMENTS: N/A



Open Session Item

SUBJECT: Bid Rejection (PUR-1800) Hauling/Recycling of Scrap Tires from the Forty West Landfill.

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Director of Procurement, and Dave Mason, Deputy Director, Department of Solid Waste

RECOMMENDED MOTION: Move to take action, in the best interest of the County, and to request that the bid for the Hauling of Scrap Tires from BioOne of Bethesda out of Gaithersburg, MD, be rejected without prejudice due to the vendor not being able to honor the pricing submitted in its bid.

The bid will be awarded to the next lowest bidder, Panda Trucks of Hagerstown, MD, for a total sum of \$27,198.75 for three years. This award does not require the Board of County Commissioners approval because it does not meet the formal bid limit set forth in the Code of the Public Local Laws of Washington County, Section 1-106.

REPORT-IN-BRIEF: The project scope is the removal and recycling of tires periodically as required and requested by the Washington County Solid Waste Department.

The contract will be for a one (1) year period, tentatively commencing July 1, 2026, with an option by the County Commissioners for renewal for up to three (3) additional consecutive one (1) year periods. The bid was advertised on the State of Maryland's "eMaryland Marketplace Advantage" website and on the County's online bidding website. Seven (7) registrants/vendors accessed the document online, and we received two (2) bids on March 18, 2026, as stated on the bid tab matrix.

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: Bid Award (PUR-1809) Security Gates for Washington County Parks Department

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Director of Procurement, and Tim Alexander, Assistant Parks Supervisor

RECOMMENDED MOTION: Move to award the bid for the purchase and installation of Security Gates at Regional Park, Marty Snook Park, and Pen Mark Park to the responsible, responsive bidder Long Fence Company Inc., of Ijamsville, MD, for a total sum of \$148,600.

REPORT-IN-BRIEF: The purchase and installation of security gates at Regional Park, Marty Snook Park, and Pen Mar Park will improve security, control after-hours access, and reduce unauthorized or illegal activity on County Park grounds. Approval of this award will enhance safety and operational control at the identified park locations.

The bid was advertised on the State of Maryland's "eMaryland Marketplace Advantage" website and on the County's online bidding website. Eleven (1) registrants/vendors accessed the document online, and we received three (3) bids on April 29, 2026, as stated on the bid tab matrix.

DISCUSSION: N/A

FISCAL IMPACT: Funding in the amount of \$148,600 is available in the FY26 & FY27 Parks & Rec Department budget (11900 REC059 Park Entrances and Security Upgrades). Liftmaster's full warranty will be present for one (1) year beginning on the date of purchase. Ongoing operating and maintenance costs for the automated gates will be absorbed within existing resources.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

**PUR-1809
Security Gates**

				Long Fence Company, Inc. Ijamsville, MD		DMV Gates & Security Solutions Silver Spring, MD		County Welding, LLC Upper Marlboro, MD	
				Total Price	\$148,600.00	Total Price	\$249,750.00	Total Price	\$295,476.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	TOTAL SUM FOR PURCHASE, INSTALLATION, AND HARDWARE: WASHINGTON COUNTY REGIONAL PARK – ONE (1) SECURITY GATE	1	AMOUNT	\$42,000.00	\$42,000.00	\$67,437.50	\$67,437.50	\$86,820.00	\$86,820.00
2	TOTAL SUM FOR PURCHASE, INSTALLATION, AND HARDWARE: MARTY SNOOK PARK – TWO (2) SECURITY GATES	1	AMOUNT	\$64,600.00	\$64,600.00	\$114,875.00	\$114,875.00	\$125,967.00	\$125,967.00
3	ADD ALTERNATES: Prices stated below are for all Labor, materials, services, and Equipment necessary to properly complete the Add Alternate work as described in the bid document. The prices for the Alternate bid items do not form a portion of the Base Bid. Washington County reserves the right to reject or accept any and/or all Alternates as shown on the bid form that the Owner may wish to award.TOTAL SUM FOR PURCHASE, INSTALLATION AND HARDWARE : PEN MAR PARK – ONE (1) SECURITY GATE	1	AMOUNT	\$42,000.00	\$42,000.00	\$67,437.50	\$67,437.50	\$82,689.00	\$82,689.00

Supplier Notes: Long Fence Company, Inc.: Items 1-3: pull strings required in conduits

Bids Opened: April 29, 2026



Open Session

SUBJECT: Sole Source Procurement (PUR-1825) Keystone (CAD) Interface

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Procurement Director; Alan Matheny, Director of Emergency Management & Communications

RECOMMENDATION: Move to authorize a sole-source procurement for CAD Interface software, maintenance, and annual licensing fees used by the Division of Emergency Management and Communications (DEMAC) in the amount of \$143,588.00 from Keystone Public Safety Inc., of Maple Shade, NJ.

REPORT-IN-BRIEF: DEMAC 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.

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.

The above approval is for the software, maintenance, and annual licensing fees for the following systems within the Emergency Management and Communications department: Computer-Aided Dispatch (CAD) Licensing for the main and the backup 911 Center, which includes the Keystone Client and the Web Client. This also consists of the CryWolfe Interface, used for processing false alarm information and for billing. All other interface components are provided by outside software that communicates with the internal CAD system in order to complete call processing, dispatching, logging, mapping, recording, reporting, and web access.

DISCUSSION: This is a sole-source procurement request; the requested vendor (Keystone) is the provider of the CAD operating software utilized by the County's Emergency Communication Center.

FISCAL IMPACT: Funds are available in the department's operating budget 505150-10-11440 for this purchase.Interface

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Keystone Public Safety's quote dated 5/5/26



1400 Barlow Court
Palm Beach Gardens, FL 33410 856/766-0300

INVOICE

BILL TO

0847
Washington County Emergency Communication
16232 Elliott Parkway
Williamsport, MD 21795-4083

05/05/26

Attn: Alan Matheny

	DESCRIPTION	PRICE	AMOUNT
	ANNUAL SOFTWARE MAINTENANCE		
	TERM: 07/01/2026 - 06/30/2027 – PRIMARY SYSTEM		
	ALPHA PAGING	\$2,114.00	\$2,114.00
	CAD (23 Users)	\$81,948.00	\$81,948.00
	CAD View S/N 2 (2 Users)	\$150.00	\$150.00
	CryWolf Interface	\$1,297.00	\$1,297.00
	EPCR Interface	\$3,815.00	\$3,815.00
	ESO Interface	\$1,720.00	\$1,720.00
	Keystone Client (30 Users)	\$2,439.00	\$2,439.00
	Keystone RT	\$2,638.00	\$2,638.00
	MCC7500 Radio Interface	\$3,049.00	\$3,049.00
	MOSCAD Interface	\$1,521.00	\$1,521.00
	NICE SQL Interface	\$1,561.00	\$1,561.00
	OS Support (51 Users)	\$1,785.00	\$1,785.00
	Update Server	\$822.00	\$822.00
	Web Client Users (24 Users)	\$1,678.00	\$1,678.00
	ZETRON Interface	\$4,581.00	\$4,581.00
	UniVerse Maint.: 07/01/2026 – 06/30/2027 – PRIMARY SYSTEM		
	Universe: S/N 20070869 (51 Users)	\$7,803.00	\$7,803.00
	UVNET	\$3,017.00	\$3,017.00
	Software Maint.: 07/01/2026 - 06/30/2027 – BACKUP SYSTEM		
	CAD - Backup (23 Users)	\$2,287.00	\$2,287.00
	Interfaces - Backup	\$1,075.00	\$1,075.00
	Keyguard - Backup	\$5,279.00	\$5,279.00
	Keystone Client - Backup (30 Users)	\$1,913.00	\$1,913.00
	OS Support - Backup (51 Users)	\$1,785.00	\$1,785.00
	UniVerse Maint.: 07/01/2026 – 06/30/2027 – BACKUP SYSTEM		
	UV - Backup S/N 32423408 (51 Users)	\$7,803.00	\$7,803.00
	UVNET - Backup	\$1,508.00	\$1,508.00
	TOTAL MAINTENANCE		\$143,588.00



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement (PUR-1827) Fire House Software Agreement for Division of Emergency Services

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Director of Procurement; R. David Hays, Director, Division of Emergency Services (DES), Eric Jacobs, Assistant Director, Operations, 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 \$109,651.26 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 National Fire Incident Reporting System (NFIRS) complaint documentation of fire, rescue and EMS incidents can be completed.

FISCAL IMPACT: Funds are available in account 515180-10-93130 for this procurement.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: ESO Solutions, Inc., quote dated 5/9/26

AUDIO/VISUAL NEEDS: N/A



Invoice

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

Date 05/09/2026
Invoice# ESO-198833
Terms Due on Subscription Start
Due Date 07/01/2026
PO#

Bill To

Washington Cty Vol Fire & Resc Assoc
 Washington County Fire & Rescue Assoc.
 1501 Pennsylvania Ave
 Hagerstown MD 21742
 United States
des@washco-md.net

Ship To

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

Item	From	To	Qty	UOM	List Amount	Discount	Total
RMS Bundle - ESO Fire Incidents Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	07/01/2026	06/30/2027	25	Stations	\$20,781.72	\$1,039.09	\$19,742.63
RMS Bundle - ESO Properties Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).	07/01/2026	06/30/2027	25	Stations	\$6,244.43	\$312.22	\$5,932.21
RMS Bundle - Personnel Management Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle.	07/01/2026	06/30/2027	471	Employees	\$11,337.99	\$566.90	\$10,771.09
RMS Bundle - ESO Hydrants Inventory and document testing and status of hydrants.	07/01/2026	06/30/2027	25	Stations	\$4,675.07	\$233.75	\$4,441.32
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.	07/01/2026	06/30/2027	25	Stations	\$3,601.28	\$180.06	\$3,421.22
Fire Incidents CAD Integration Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.	07/01/2026	06/30/2027	10,000	Incidents	\$2,892.39	\$0.00	\$2,892.39
Fire Umbrella for Incident Reporting Allows for reporting for multiple departments to one report.	07/01/2026	06/30/2027	1		\$805.70	\$0.00	\$805.70
Assets-Checklist Bundle Web-based asset management and apparatus checklist for Fire and EMS.	07/01/2026	06/30/2027	71	Vehicles	\$22,715.98	\$0.00	\$22,715.98
EMS1 Academy with ESO Integration Track and report EMS training and access to CAPCE accredited online courses, with ESO integration.	07/01/2026	06/30/2027	300	Employees	\$16,521.00	\$1,653.00	\$14,868.00
FireRescue1 Academy with ESO Integration Track and report Fire training and access to online courses following NFPA standards, with ESO integration.	07/01/2026	06/30/2027	300	Employees	\$16,230.00	\$1,623.00	\$14,607.00
ESO Checklists Web-based apparatus checklist for Fire and EMS.	07/01/2026	06/30/2027	5	Vehicles	\$790.37	\$0.00	\$790.37
ESO Asset Management Web-based asset management for Fire and EMS.	07/01/2026	06/30/2027	5	Vehicles	\$1,586.05	\$0.00	\$1,586.05
Fire Incidents CAD Integration Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.	07/01/2026	06/30/2027	1,177	Incidents	\$1,724.63	\$0.00	\$1,724.63
ESO Fire Incidents Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	07/01/2026	06/30/2027	1	Stations	\$1,055.60	\$0.00	\$1,055.60



Invoice

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

Date 05/09/2026
Invoice# ESO-198833
Terms Due on Subscription Start
Due Date 07/01/2026
PO#

Item	From	To	Qty	UOM	List Amount	Discount	Total
ESO Activities - Fire and Fire/EMS Agencies	07/01/2026	06/30/2027	1	Stations	\$206.88	\$0.00	\$206.88
Personnel Management	07/01/2026	06/30/2027	20	Employees	\$896.46	\$0.00	\$896.46
Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.							

Invoice Message:

Total (Without Tax): USD \$106,457.53

Tax: USD \$0.00

Grand Total: USD \$106,457.53

Amount/Paid/Credit: USD \$0.00

Total Recurring: USD \$106,457.53

Total One-Time:

Total Due (Check/ACH): USD \$106,457.53

3% Credit Card/P-Card Fee: USD \$3,193.73

Total Due (Credit Card/P-Card): USD \$109,651.26

ACH/EFT bank information:

JP Morgan Chase
Routing: 111000614
Account Number: 577211926

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.

Pay Online

[For a 3% fee, Pay via Card](#)

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinv/9536908/?amount=10965125.59

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinv/9536908/?card=false



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-26-0229) – Maryland Emergency Service Transporter Supplemental Payment Program (ESSP)

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Procurement Director, and Dave Hays, Director Division of Emergency Services

RECOMMENDED MOTION: Move to authorize by Resolution, for the approval to contract services with Public Consulting Group LLC, of Boston, MA, for consulting services to implement the Maryland Emergency Service Transporter Supplemental Payment Program (ESPP) for the Department of Emergency Services. This approval is also contingent upon the final approval of the final agreement, approved by the County Attorney's Office and signed by the President of the Board of County Commissioners of Washington County.

REPORT-IN-BRIEF: The Maryland Emergency Service Transporter Supplemental Payment Program (ESPP) offers an opportunity for Washington County to receive an increase in reimbursement for the medical transport of Medicaid patients. Washington County is now in a position to enter into the program due to the increase in ambulance services being programmatically overseen by the Division of Emergency Services (DES).

For each successive cost reporting cycle, in consideration for the Contracted Services, Washington County will pay Public Consulting Group LLC (PCG) nine percent (9%) of the Net Federal Share portion of reimbursements received by Washington County under this program. PCG would invoice annually based on the amount collected. All additional services required shall be priced via the contracted unit cost awarded by the Omnia Partners Cooperative through a competitively bid process; contract #010626.

The Sourcewell contract is an IDIQ contract, which stands for Indefinite Delivery, Indefinite Quantity. It is a type of federal contract that the government uses when it knows it will need certain supplies or services over a fixed period, but it does not know exactly when they will be needed or in what exact quantities.

An indefinite-quantity contract provides a flexible procurement vehicle when agencies cannot determine exact quantities or delivery schedules at award. Each order issued under an IDIQ includes its own terms for price, schedule and scope and is binding once the contractor accepts. Total compensation would be established as a not-to-exceed amount based on your anticipated program settlement. Fees would be payable on an outcome-contingent basis, with no monthly or hourly invoicing. The annual PCG invoice would reflect

the settlement milestone and would not include detailed timesheets, though we would maintain supporting records internally for audit or procurement review if ever requested. This structure preserves the benefits of the Sourcewell purchasing pathway, ensures pricing reasonableness and audit defensibility, and allows the project to remain outcome-focused with no upfront cost exposure.

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, a national purchasing cooperative, took the lead in soliciting this competitively bid contract, resulting in the presented 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 from direct cost savings in the contracting of these consulting services because of the economies of scale this buying group leveraged. The use of this competitively bid contract will also allow the County to immediately contract services with a pre-vetted, qualified vendor without delay. I am confident that any bid received as a result of an independent County solicitation would exceed the spending savings that the Sourcewell, contract 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: The program requires an application to be completed by July 1, 2026, in order to receive reimbursement for FY26 services. After the application is completed, the Department of Emergency Services will need to gather data to meet the requirements of the program in order to determine the amount of reimbursement the County is eligible for. PCG offers a unique set of services specific to the ESPP program and a contract with them is in scope for Consulting in the development and design of an Indefinite Delivery, Indefinite Quantity (IDIQ) program, which aligns with Washington County's objectives. PCG will support DES in applying for the program as well as providing information on the types of datasets needed to meet the requirements of the program, submitting the information to the ESPP, as well as serving in a supportive role if more information is required by the State. PCG currently supports ten (10) Maryland counties with compliance and revenue maximation of this program.

FISCAL IMPACT: There will be no budgetary impact as this is a not-to-exceed pricing schedule based on the amount Washington County is reimbursed through the ESPP.

CONCURRENCES: Michelle Gordon, County Administrator, Zachary Keiffer, County Attorney

ALTERNATIVES: N/A

ATTACHMENTS: Resolution

RESOLUTION NO. RS-2026-

(Intergovernmental Cooperative Purchase [INTG-26-0229] Maryland Emergency Service Transporter Supplemental Payment Program [ESSP])

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 enter into contract with Public Consulting Group LLC, of Boston, Massachusetts, for consulting services to implement the Maryland Emergency Service Transporter Supplemental Payment Program (ESSP). For each successive cost reporting cycle, in consideration for the Contracted Services, the County will pay Public Consulting Group, LLC (PCG) nine percent (9%) of the Net Federal Share portion of reimbursements received by Washington County under this program; PCG will invoice annually based on the amount collected. All additional services required shall be priced via the contracted unit cost awarded by the Omnia Partners Cooperative, contract #010626.

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 economies 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 enter into contract with Public Consulting Group LLC, of Boston Massachusetts, for consulting services to implement the Maryland Emergency Service Transporter Supplemental Payment Program (ESSP), for the aforementioned costs, based on the contracted cost awarded by the Omnia Partners Cooperative, contract #010626.

Adopted and effective this ____ day of May, 2026.

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:

Zachary J. Kieffer
County Attorney

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



Agenda Report Form

Public Copy

Open Session Item

SUBJECT: Contract Award (PUR-1817) – Record-Keeping and Actuarial Consulting Services for the Retirement Plan, Length of Service Award Program (LOSAP), and Other Post-Employment Benefits Under GASB-75 (OPEB)

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Procurement Director, Chip Rose, Director, Division of Health and Human Services

RECOMMENDED MOTION: Move to award the contract for Record-Keeping and Actuarial Consulting Services for the Retirement Plan, Length of Service Award Program (LOSAP), and Other Post-Employment Benefits Under GASB-75 (OPEB) to the responsive, responsible proposer, Bolton Partners, Inc. of Baltimore, Maryland, per its proposal dated April 27, 2026 for an initial one-year term, with an option by the County to renew for up to four (4) additional consecutive one (1) year periods.

REPORT-IN-BRIEF: The services consist of annual actuarial evaluations for the Employees' Retirement Plan, Length of Service Award Program (LOSAP), and Other Post-Employment Benefits (OPEB) plan; preparation of annual employee benefit statements; approximately 100 benefit calculations annually; approximately 10 buyback calculations annually; administration of a pension portal for employees; and preparation of GASB disclosure reports. The contract term shall be for one (1) year, with the option for four (4) additional consecutive one (1) year renewal periods.

Notice of the Request for Proposal (RFP) was advertised on EUNA the County's online bidding web site, and on the State's "e-MarylandMarketplace Advantage" web site. Eighteen (18) individuals/companies/ bid houses downloaded the RFP document from the County's web site. Three (3) companies were represented at the Pre-Proposal Teleconference. Proposals were received from one (1) firm. The Qualifications & Experience submittals by that firm were evaluated and was considered to be responsive; therefore, the Price Proposals of that firm was then opened and evaluated. The firm submitted a Price Proposal as indicated on the attached tabulation sheet.

The Coordinating Committee was comprised of the , County Purchasing Director, Department of Human Resources (Committee Chairman), Human Resources Retirement Coordinator, Director of Budget and Finance, and the County's CFO.

DISCUSSION: N/A

FISCAL IMPACT: The fees for services are paid from the pension funds.

CONCURRENCES: As recommended by the Coordinating Committee

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A

**PUR-1503
Price Proposal**

PART 1		Bolton Partners, Inc. Baltimore, MD
Item No.	Annual Lump Sum Fees / Employee's Retirement Plan of Washington County and OPEB:	Unit/Total Price
1	Contract Year No. 1	\$48,605
2	Contract Year No. 2	\$49,810
3	Contract Year No. 3	\$51,200
4	Contract Year No. 4	\$52,500
5	Contract Year No. 5	\$53,800

PART 2

Item No.	Annual Lump Sum Fees / Length of Service Award Program (LOSAP):	Unit/Total Price
6	Contract Year No. 1	\$4,500
7	Contract Year No. 2	\$4,500
8	Contract Year No. 3	\$4,800
9	Contract Year No. 4	\$5,000
10	Contract Year No. 5	\$5,100
TOTAL For Contract Years 1 through 5 For Both Programs (Total of Item Nos. 1 - 10)		\$279,815.00

Hourly Rates:

Senior Consultant	\$400 - \$550
Actuary	\$300 - \$400
Consultant	\$300 - \$350
Actuarial Assistant	\$150 - \$300



Open Session Item

SUBJECT: Contract Award (PUR-1819) – Stop Loss Insurance Coverage

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Purchasing Director, Chip Rose, Director of Human Resources, and a representative from the County’s consultant, CBIZ Benefits & Insurance Services, Inc.

RECOMMENDED MOTION: Motion to award a contract for Stop Loss Insurance to the responsive, responsible proposer, Highmark of Pittsburgh, PA.

REPORT-IN-BRIEF: Stop-loss policies are insurance that protects the plan from significant claim costs associated with individual members (specific) or for the entire group (aggregate). Currently, the Board of County Commissioners of Washington County, Maryland, has a stop-loss policy with Highmark that limits the medical and prescription drug plan costs to a maximum of \$175,000 per member per year.

Direct notice of the Request for Proposal (RFP) was e-mailed to thirteen (13) potential providers of the insurance.

Proposals were received before the deadline on May 15, 2026, from three (3) companies that are providers of Stop Loss Insurance.

DISCUSSION: N/A

FISCAL IMPACT: Funds are available in the FY’27 health insurance budget.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1822) Hagerstown Regional Airport Rehabilitate Runway 2-20

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Procurement Director, and Andrew Eshleman, P.E., Division Director of Public Works

RECOMMENDED MOTIONS:

Motion 1: Contingent upon successful FAA and MAA grant application and awards, move to award the contract for the Rehabilitation of Runway 02-20 at the Hagerstown Regional Airport to the responsive, responsible firm C. William Hetzer, Inc. of Hagerstown, MD for the total price of \$2,220,450.

Motion 2: Move to empower Staff to sign/submit FAA/MAA grant applications, issue purchase orders, execute task orders, and complete related paperwork for this project based upon total costs being below amounts programmed and approved in previous County budgets.

REPORT-IN-BRIEF:

Project scope includes the reconstruction and/or rehabilitation of existing crosswind Runway 02-20, including runway milling and overlay, replacement of airfield lighting with LEDs, new airfield signage, a constant current regulator, a supplemental wind cone, and replacement of a lighting panel within the existing Air Traffic Control Tower. Runway dimensions of 3,165' x 100' are expected to be maintained. This project is *time sensitive* as FAA and MAA Grant applications need to be submitted during the second week of June to meet applicable deadlines.

The Invitation to Bid was advertised on EUNA, the County's online bidding website, and on the State's "eMaryland Marketplace Advantage" website. Twelve (12) persons/companies registered/downloaded the bid document online, six (6) firms were represented at the pre-proposal teleconference, and two (2) firms submitted proposals.

DISCUSSION: N/A

FISCAL IMPACT: This project is identified in the County's Capital Improvement Plan, under ID # RUN021.

CONCURRENCES: Neil Doran, Airport Director.

ATTACHMENTS: Bid Tabulation and Contract Award Recommendation by contracted consultant.

PUR-1822

Rehabilitate Runway 2-20 at Hagerstown Regional Airport

					C. William Hetzer, Inc. Hagerstown, MD		Conewago Enterprises, Inc. Hanover, PA	
					Total Price	\$2,220,450.00	Total Price	\$3,081,700.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	
1	MAINTENANCE AND PROTECTION OF TRAFFIC AND CSPP	1	LS	\$71,960.00	\$71,960.00	\$136,277.00	\$136,277.00	
2	PROJECT SURVEY AND STAKEOUT	1	LS	\$18,990.00	\$18,990.00	\$20,000.00	\$20,000.00	
3	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$32,200.00	\$32,200.00	\$117,000.00	\$117,000.00	
4	MOBILIZATION	1	LS	\$81,350.00	\$81,350.00	\$91,600.00	\$91,600.00	
5	EROSION AND SEDIMENT CONTROL	1	LS	\$7,130.00	\$7,130.00	\$25,000.00	\$25,000.00	
6	COLD MILLING, VARIABLE DEPTH	38000	SY	\$5.40	\$205,200.00	\$2.75	\$104,500.00	
7	ASPHALT MIX PAVEMENT SURFACE COURSE, 3 INCH DEPTH	6700	TON	\$140.00	\$938,000.00	\$170.00	\$1,139,000.00	
8	EMULSIFIED ASPHALT TACK COAT	3800	GAL	\$4.40	\$16,720.00	\$9.50	\$36,100.00	
9	JOINT SEALING	1600	LF	\$2.30	\$3,680.00	\$7.00	\$11,200.00	
10	CRACK SEALING	11000	LF	\$3.75	\$41,250.00	\$2.80	\$30,800.00	
11	PAVEMENT MARKING REMOVAL	1500	SF	\$4.60	\$6,900.00	\$4.50	\$6,750.00	
12	PERMANENT PAVEMENT MARKING	16400	SF	\$2.15	\$35,260.00	\$3.85	\$63,140.00	
13	TEMPORARY PAVEMENT MARKING	8500	SF	\$3.90	\$33,150.00	\$3.85	\$32,725.00	
14	SURFACE PAINTED HOLD SIGN	9	EA	\$2,070.00	\$18,630.00	\$2,050.00	\$18,450.00	
15	Alt 1: Spec. No. 1-105-6.1 MOBILZATION	1	LS	\$18,630.00	\$18,630.00	\$38,409.00	\$38,409.00	
16	Alt 1: Spec No. L-100-5.1:SITE LOCATING AND DUCT TRACING - \$20,000.00	1	ALLOW	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
17	Alt 1: Spec No. L-107-5.1:REMOVE WINDCONE, DEMOLISH TRANSFORMER AND ACCESSORIES	2	EA	\$920.00	\$1,840.00	\$4,000.00	\$8,000.00	
18	Alt 1: Spec No. L-107-5.2:WINDCONE ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED COMPLETE IN PLACE	2	EA	\$17,250.00	\$34,500.00	\$22,800.00	\$45,600.00	
19	Alt 1: Spec No. L-108-5.1:DEMOLITON OF CABLE IN CONDUIT, CONDUIT TO REMAIN, REMOVED PER LINEAR FOOT OF CONDUIT	13500	LF	\$1.75	\$23,625.00	\$5.65	\$76,275.00	
20	Alt 1: Spec No. L-108-5.2: 1-1/C NO. 8 AWG, 5KV, L-824C CABLE IN CONDUIT, INSTALLED COMPLETE IN PLACE	13500	LF	\$3.45	\$46,575.00	\$7.90	\$106,650.00	
21	Alt 1: Spec No. L-109-5.1:REMOVE CONSTANT CURRENT REGULATOR AND ASSOCIATED EQUIPMENT AND INSTALL 7.5 KW, 5-STEP, 240V, L-829 CONSTANT CURRENT REGULATOR AND ALL ASSOCIATED INCOMING POWER AND COMMUNICATION APPURTENANCES	1	EA	\$35,080.00	\$35,080.00	\$67,800.00	\$67,800.00	
23	Alt 1: Spec No. L-125-5.1:REMOVE LIGHT FIXTURE, DEMOLISH TRANSFORMER AND ACCESSORIES	44	EA	\$460.00	\$20,240.00	\$1,100.00	\$48,400.00	

PUR-1822

Rehabilitate Runway 2-20 at Hagerstown Regional Airport

					C. William Hetzer, Inc. Hagerstown, MD		Conewago Enterprises, Inc. Hanover, PA	
					Total Price	\$2,220,450.00	Total Price	\$3,081,700.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	
24	Alt 1: Spec No. L-125-5.2: REMOVE SIGN, DEMOLISH TRANSFORMER AND ACCESSORIES	17	EA	\$910.00	\$15,470.00	\$2,900.00	\$49,300.00	
25	Alt 1: Spec No. L-125-5.3: L-861(L) RUNWAY ELEVATED EDGE LIGHT FIXTURE ON EXISTING LIGHT BASE, WITH TRANSFORMER AND ACCESSORIES, INSTALLED COMPLETE IN PLACE	32	EA	\$2,300.00	\$73,600.00	\$3,260.00	\$104,320.00	
26	Alt 1: Spec No. L-125-5.4: L-861E(L) RUNWAY THRESHOLD/END LIGHT ON EXISTING LIGHT BASE, WITH TRANSFORMER AND ACCESSORIES, INSTALLED COMPLETE IN PLACE	12	EA	\$2,300.00	\$27,600.00	\$3,300.00	\$39,600.00	
27	Alt 1: Spec No. L-125-5.5:1 MODULE - SIZE 1, STYLE 2, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	6	EA	\$5,980.00	\$35,880.00	\$6,000.00	\$36,000.00	
28	Alt 1: Spec No. L-125-5.6: 2 MODULE - SIZE 1, STYLE 2, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	5	EA	\$6,560.00	\$32,800.00	\$9,800.00	\$49,000.00	
29	Alt 1: Spec No. L-125-5.7: 2 MODULE - SIZE 1, STYLE 2, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON NEW FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	1	EA	\$13,800.00	\$13,800.00	\$24,900.00	\$24,900.00	
30	Alt 1: Spec No. L-125-5.8: 3 MODULE - SIZE 1, STYLE 3, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	3	EA	\$7,130.00	\$21,390.00	\$16,400.00	\$49,200.00	
31	Alt 1: Spec No. L-125-5.9: REMOVE AND REINSTALL EXISTING RUNWAY SEMI-FLUSH EDGE LIGHT ON EXISTING LIGHT BASE, WITH TRANSFORMER	1	EA	\$2,880.00	\$2,880.00	\$2,400.00	\$2,400.00	
32	Alt 1: Spec No. L-125-5.10: REMOVE AND REPLACE SIGN PANELS	4	EA	\$980.00	\$3,920.00	\$2,200.00	\$8,800.00	
33	Alt 2: Spec No.C-105-6.1 MOBILIZATION	1	LS	\$9,200.00	\$9,200.00	\$22,600.00	\$22,600.00	
34	Alt 2: Spec No. L-109-5.2REMOVE EXISTING CONTACTOR-BASED CONTROL SYSTEM AND INSTALL AN L-890 ALCMS SYSTEM INCLUDING THE VAULT CABINET, THE ATCT WORKSTATION, THE DIGITAL INTERFACE UNITS FOR EACH CCR, AND ALL CABLE CONDUIT AND OVERCURRENT PROTECTION NECESSARY FOR A COMPLETE FUNCTIONAL SYSTEM, COMPLETE IN PLACE.	1	LS	\$273,000.00	\$273,000.00	\$451,904.00	\$451,904.00	

Bids Opened: May 27, 2026

May 28, 2026

Project No. 2023-HGR-1303

Mr. Neil Doran, C.M, ACE
Airport Director
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, Maryland 21742

Sent electronically to: ndoran@washco-md.net

**Reference: Bid Tabulation and Contract Award Recommendation
Rehabilitate Runway 2-20 (PUR-1822)
AIG 3-24-0019-070-2024
Hagerstown Regional Airport – Richard A. Henson Field (HGR)
Washington County, Hagerstown, MD**

Dear Mr. Doran:

On Wednesday, May 27, 2023, at 2:00 PM, sealed bids were opened for the above referenced project at Hagerstown Regional Airport (HGR). A total of two (2) bids were received and they are as shown in the table below:

CONTRACTOR	TOTAL
C. William Hetzer, Inc.	\$2,220,450.00
Conewago Enterprises, Inc.	\$3,081,700.00
Engineer's Estimate	\$2,557,450.00

The apparent low bidder is: C. William Hetzer, Inc.
9401 Sharpsburg Pike
Hagerstown, Maryland 21740

In evaluating the Bids received, the apparent low bid is below the Engineer's Opinion of Probable Cost (EOPC) for the total bid by 15.2%. Of the 33 items bid the Contractor was above the EOPC on 15 items and below on 18 items. In reviewing the unit bid prices the lump sum and early need items were not unbalanced; therefore, the bid is considered balanced overall when compared to the EOPC. Only one bid item was greater than 20% of the total bid; therefore, the only major contract item for the Project is Item 5, P-401-8.1, Asphalt Mix Pavement Surface Course, 3 Inch Depth.

C. William Hetzer, Inc. (UEI: KBVLH6HXJFE6) is a registered vendor with the County (License #561); in the Federal System for Award Management (SAM) and has no Active Exclusion Records found at www.sam.gov. C. William Hetzer, Inc. (Entity Number: D00093153) is an active registered Business Entity with the Maryland State Department of Assessments and Taxation (SDAT) found at <https://egov.maryland.gov/BusinessExpress/EntitySearch>.

Mr. Neil Doran, C.M, ACE
May 28, 2026



In reviewing the low bid proposal for completeness and accuracy, the following irregularities are noted for your consideration:

Proposal – C. William Hetzer, Inc. (FID# 52-0643997)

- On Page DBE-21, of the Disadvantage Business Enterprise (DBE) Program, C. William Hetzer, Inc. indicates that they will utilize 0% DBE Participation versus the contract required 10.79% for this Project. See below for evaluation of good faith efforts.

In accordance with General Provision 30-01, Consideration of Proposals, until the award of a contract is made, the Owner can reserve the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner can reserve the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

On Page DBE-21, of the Disadvantage Business Enterprise (DBE) Program, C. William Hetzer, Inc. indicates that they will utilize 0% DBE Participation versus the contract required 10.79% for this Project. Given that there are no Certified DBE's currently in the Maryland UCP System as all DBE's are going through a re-certification process, the Contractor is justified in not achieving the solicitation goal.

If it is the Owners intention to award the current Contract the award should go to C. William Hetzer, Inc. The Owner should review any irregular items with your Attorney to determine satisfactory compliance with the Proposal terms. We recommend that you forward the bid tabulation to the FAA Washington ADO and Maryland Aviation Administration (MAA) and, subject to grant funding availability, request their concurrence to award.

Mr. Neil Doran, C.M, ACE
May 28, 2026



Thank you for the assistance we received from you, your staff and Washington County Purchasing Department on this important project at HGR. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ronald N. Morris". The signature is fluid and cursive, with a large initial "R" and "M".

Ronald N. Morris, PE, CM
Senior Engineering Manager

Enclosures:

1. Bid Tabulation Summary
2. Bid Tabulation

Cc: Brandi Kentner (brnaugle@washco-md.net) - Washington County Purchasing Department

O:\HGR\Projects\2023-1304 RW220\Non-CAD\9_Bidding\Bid Recommendation\20260528 Bid Recommendation Ltr - HGR RW 2-20 R0.docx



BID TABULATION SUMMARY

**PUR-1822
HAGERSTOWN REGIONAL AIRPORT
REHABILITATE RUNWAY 2-20 - CONSTRUCTION
BIDS RECEIVED 05/27/2026; 2:00 PM EST**

CONTRACTOR	BASE BID	ADD ALTERNATE 1	ADD ALTERNATE 2	TOTAL
Engineer's Estimate	\$1,974,850.00	\$388,600.00	\$194,000.00	\$2,557,450.00
C. William Hetzer, Inc	\$1,510,420.00	\$427,830.00	\$282,200.00	\$2,220,450.00
Conewago Enterprises, Inc.	\$1,832,542.00	\$774,654.00	\$474,504.00	\$3,081,700.00

* **Red Text** indicates that the itemized amount did not match the proposal; therefore, as adjusted and the correct total is indicated above. Unit Price Written amounts govern.



BID TABULATION
REHABILITATE RUNWAY 2-20 - CONSTRUCTION
HAGERSTOWN REGIONAL AIRPORT

BIDS RECEIVED 05/27/2026; 2:00 PM EST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		C. William Hetzer, Inc		Conewago Enterprises, Inc.	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
1	M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC AND CSPP	LS	1	\$44,000.00	\$44,000.00	\$71,960.00	\$71,960.00	\$136,277.00	\$136,277.00
2	M-150-5.1	PROJECT SURVEY AND STAKEOUT	LS	1	\$26,000.00	\$26,000.00	\$18,990.00	\$18,990.00	\$20,000.00	\$20,000.00
3	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$35,000.00	\$35,000.00	\$32,200.00	\$32,200.00	\$117,000.00	\$117,000.00
4	C-105-6.1	MOBILIZATION	LS	1	\$130,000.00	\$130,000.00	\$81,350.00	\$81,350.00	\$91,600.00	\$91,600.00
5	C-102-5.1	EROSION AND SEDIMENT CONTROL	LS	1	\$10,000.00	\$10,000.00	\$7,130.00	\$7,130.00	\$25,000.00	\$25,000.00
6	P-101-5.1	COLD MILLING, VARIABLE DEPTH	SY	38,000	\$8.00	\$304,000.00	\$5.40	\$205,200.00	\$2.75	\$104,500.00
7	P-401-8.1	ASPHALT MIX PAVEMENT SURFACE COURSE, 3 INCH DEPTH	TON	6,700	\$180.00	\$1,206,000.00	\$140.00	\$938,000.00	\$170.00	\$1,139,000.00
8	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	3,800	\$5.00	\$19,000.00	\$4.40	\$16,720.00	\$9.50	\$36,100.00
9	P-605-5.1	JOINT SEALING	LF	1,600	\$10.00	\$16,000.00	\$2.30	\$3,680.00	\$7.00	\$11,200.00
10	P-605-5.2	CRACK SEALING	LF	11,000	\$5.00	\$55,000.00	\$3.75	\$41,250.00	\$2.80	\$30,800.00
11	P-620-5.1	PAVEMENT MARKING REMOVAL	SF	1,500	\$8.00	\$12,000.00	\$4.60	\$6,900.00	\$4.50	\$6,750.00
12	P-620-5.2	PERMANENT PAVEMENT MARKING	SF	16,400	\$4.00	\$65,600.00	\$2.15	\$35,260.00	\$3.85	\$63,140.00
13	P-620-5.3	TEMPORARY PAVEMENT MARKING	SF	8,500	\$3.50	\$29,750.00	\$3.90	\$33,150.00	\$3.85	\$32,725.00
14	P-620-5.4	SURFACE PAINTED HOLD SIGN	EA	9	\$2,500.00	\$22,500.00	\$2,070.00	\$18,630.00	\$2,050.00	\$18,450.00
Total Bid						\$1,974,850.00		\$1,510,420.00		\$1,832,542.00

* Highlighted **Text** indicates that the itemized amount does not match the proposal. Unit Price Written amounts govern.



BID TABULATION

REHABILITATE RUNWAY 2-20 - CONSTRUCTION
HAGERSTOWN REGIONAL AIRPORT

BIDS RECEIVED 05/27/2026; 2:00 PM EST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		C. William Hetzer, Inc		Conewago Enterprises, Inc.	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
15	C-105-6.1	MOBILIZATION	LS	1	\$28,000.00	\$28,000.00	\$18,630.00	\$18,630.00	\$38,409.00	\$38,409.00
16	L-100-5.1	SITE LOCATING AND DUCT TRACING	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
17	L-107-5.1	REMOVE WINDCONE, DEMOLISH TRANSFORMER AND ACCESSORIES	EA	2	\$2,500.00	\$5,000.00	\$920.00	\$1,840.00	\$4,000.00	\$8,000.00
18	L-107-5.2	WINDCONE ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED	EA	2	\$15,000.00	\$30,000.00	\$17,250.00	\$34,500.00	\$22,800.00	\$45,600.00
19	L-108-5.1	DEMOLITION OF CABLE IN CONDUIT, CONDUIT TO REMAIN, REMOVED PER LINEAR FOOT OF CONDUIT	LF	13,500	\$1.50	\$20,250.00	\$1.75	\$23,625.00	\$5.65	\$76,275.00
20	L-108-5.2	1-1/C NO. 8 AWG, 5KV, L-824C CABLE IN CONDUIT, INSTALLED COMPLETE IN PLACE	LF	13,500	\$6.00	\$81,000.00	\$3.45	\$46,575.00	\$7.90	\$106,650.00
21	L-109-5.1	REMOVE CONSTANT CURRENT REGULATOR AND ASSOCIATED EQUIPMENT AND INSTALL 7.5 KW, 5-STEP, 240V, L-829 CONSTANT CURRENT REGULATOR AND ALL ASSOCIATED INCOMING POWER AND COMMUNICATION APPURTENANCES	EA	1	\$15,000.00	\$15,000.00	\$35,080.00	\$35,080.00	\$67,800.00	\$67,800.00
22	L-125-5.1	REMOVE LIGHT FIXTURE, DEMOLISH TRANSFORMER AND ACCESSORIES	EA	44	\$300.00	\$13,200.00	\$460.00	\$20,240.00	\$1,100.00	\$48,400.00
23	L-125-5.2	REMOVE SIGN, DEMOLISH TRANSFORMER AND ACCESSORIES	EA	17	\$1,000.00	\$17,000.00	\$910.00	\$15,470.00	\$2,900.00	\$49,300.00
24	L-125-5.3	L-861(L) RUNWAY ELEVATED EDGE LIGHT FIXTURE ON EXISTING LIGHT BASE, WITH TRANSFORMER AND ACCESSORIES, INSTALLED COMPLETE IN PLACE	EA	32	\$2,000.00	\$64,000.00	\$2,300.00	\$73,600.00	\$3,260.00	\$104,320.00
25	L-125-5.4	L-861E(L) RUNWAY THRESHOLD/END LIGHT ON EXISTING LIGHT BASE, WITH TRANSFORMER AND ACCESSORIES, INSTALLED COMPLETE IN PLACE	EA	12	\$2,500.00	\$30,000.00	\$2,300.00	\$27,600.00	\$3,300.00	\$39,600.00
26	L-125-5.5	1 MODULE - SIZE 1, STYLE 2, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	6	\$3,000.00	\$18,000.00	\$5,980.00	\$35,880.00	\$6,000.00	\$36,000.00
27	L-125-5.6	2 MODULE - SIZE 1, STYLE 2, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	5	\$4,000.00	\$20,000.00	\$6,560.00	\$32,800.00	\$9,800.00	\$49,000.00
28	L-125-5.7	2 MODULE - SIZE 1, STYLE 2, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON NEW FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	1	\$10,000.00	\$10,000.00	\$13,800.00	\$13,800.00	\$24,900.00	\$24,900.00
29	L-125-5.8	3 MODULE - SIZE 1, STYLE 3, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	3	\$5,000.00	\$15,000.00	\$7,130.00	\$21,390.00	\$16,400.00	\$49,200.00
30	L-125-5.9	REMOVE AND REINSTALL EXISTING RUNWAY SEMI-FLUSH EDGE LIGHT ON EXISTING LIGHT BASE, WITH TRANSFORMER	EA	1	\$150.00	\$150.00	\$2,880.00	\$2,880.00	\$2,400.00	\$2,400.00
31	L-125-5.10	REMOVE AND REPLACE SIGN PANELS	EA	4	\$500.00	\$2,000.00	\$980.00	\$3,920.00	\$2,200.00	\$8,800.00
Total Bid						\$388,600.00		\$427,830.00		\$774,654.00

* Highlighted Text indicates that the itemized amount does not match the proposal. Unit Price Written amounts govern.



BID TABULATION

REHABILITATE RUNWAY 2-20 - CONSTRUCTION
HAGERSTOWN REGIONAL AIRPORT

BIDS RECEIVED 05/27/2026; 2:00 PM EST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		C. William Hetzer, Inc		Conewago Enterprises, Inc.	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
32	C-105-6.1	MOBILIZATION	LS	1	\$14,000.00	\$14,000.00	\$9,200.00	\$9,200.00	\$22,600.00	\$22,600.00
33	L-109-5.2	REMOVE EXISTING CONTACTOR-BASED CONTROL SYSTEM AND INSTALL AN L-890 ALCMS SYSTEM	LS	1	\$180,000.00	\$180,000.00	\$273,000.00	\$273,000.00	\$451,904.00	\$451,904.00
Total Bid						\$194,000.00		\$282,200.00		\$474,504.00

* Highlighted **Text** indicates that the itemized amount does not match the proposal. Unit Price Written amounts govern.



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1823) Aircraft Rescue and Fire Fighting (ARFF) Building Demolition at Hagerstown Regional Airport

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Procurement Director, and Andrew Eshleman, P.E., Division Director of Public Works.

RECOMMENDED MOTIONS:

Motion 1: Contingent upon successful FAA and MAA grant application and awards, move to award the contract for Aircraft Rescue and Fire Fighting (ARFF) Building Demolition at Hagerstown Regional Airport to the responsive, responsible firm Blue Rock Remodeling Inc., of Rockville, MD, with the lowest total bid amount of \$92,000.

Motion 2: Move to empower Staff to sign/submit FAA/MAA grant applications, issue purchase orders, execute task orders and complete related paperwork for this project based upon total costs being below amounts programmed and approved in previous County budgets.

REPORT-IN-BRIEF:

The project involves the demolition of the old, abandoned Airport Fire Station to remove it from the Airport's Runway Visibility Zone and Runway Object Free Area. This will enable the airport to meet FAA safety standards and improve line-of-sight between the primary and crosswind runways. This is a re-bid as previous bid(s) were rejected. Demolition services have now been separated out from the Airport Fence Realignment work. Note: At its May 7, 2024, meeting, the BOCC previously voted to empower the Airport Director to sign/submit FAA/MAA grant applications and related paperwork for this project based upon total costs being below amounts programmed and approved in previous County budgets. The Invitation to Bid was advertised on EUNA, the County's online bidding website, and on the State's "eMaryland Marketplace Advantage" website. Twenty-One (21) persons/companies registered/downloaded the bid document online, and eight (8) firms were represented at the pre-proposal teleconference and eight (8) firms responded with proposals.

FISCAL IMPACT: This project is identified in the County's Capital Improvement Plan, under ID # LDI068.

CONCURRENCES: Neil Doran, Airport Director.

ATTACHMENTS: Bid Tabulation and Contract Award Recommendation by contracted consultant.

PUR-1823

ARFF Building Demolition - Hagerstown Regional Airport

				Blue Rock Remodeling Inc Rockville, MD		Callas Contractors, LLC Hagerstown, MD	
				Total Price	\$92,000.00	Total Price	\$92,756.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Spec. No. M-100-4.1 Maintenance and Protection of Traffic and CSPP	1	LUMP SUM	\$4,000.00	\$4,000.00	\$1,937.00	\$1,937.00
2	Spec. No. C-105-6.1 Mobilization	1	LUMP SUM	\$8,000.00	\$8,000.00	\$1,937.00	\$1,937.00
3	Spec. No. P-101-5.1 ARFF Building Removal	1	LUMP SUM	\$80,000.00	\$80,000.00	\$88,882.00	\$88,882.00
				Myers Building Systems Clear Spring, MD		Rowland & Company Hagerstown, MD	
				Total Price	\$98,400.00	Total Price	\$117,292.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Spec. No. M-100-4.1 Maintenance and Protection of Traffic and CSPP	1	LUMP SUM	\$2,000.00	\$2,000.00	\$4,750.00	\$4,750.00
2	Spec. No. C-105-6.1 Mobilization	1	LUMP SUM	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
3	Spec. No. P-101-5.1 ARFF Building Removal	1	LUMP SUM	\$94,400.00	\$94,400.00	\$102,542.00	\$102,542.00
				Tamco Construction, Inc. Doylestown, MD		United Entrprises Greencastle, PA	
				Total Price	\$119,700.00	Total Price	\$150,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Spec. No. M-100-4.1 Maintenance and Protection of Traffic and CSPP	1	LUMP SUM	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
2	Spec. No. C-105-6.1 Mobilization	1	LUMP SUM	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
3	Spec. No. P-101-5.1 ARFF Building Removal	1	LUMP SUM	\$94,700.00	\$94,700.00	\$135,000.00	\$135,000.00
				Mithras Construction LLC Frederick, MD		Brute LLC Berryville, VA	
				Total Price	\$245,000.00	Total Price	\$246,145.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Spec. No. M-100-4.1 Maintenance and Protection of Traffic and CSPP	1	LUMP SUM	\$12,250.00	\$12,250.00	\$16,500.00	\$16,500.00
2	Spec. No. C-105-6.1 Mobilization	1	LUMP SUM	\$10,500.00	\$10,500.00	\$13,220.00	\$13,220.00
3	Spec. No. P-101-5.1 ARFF Building Removal	1	LUMP SUM	\$222,250.00	\$222,250.00	\$216,425.00	\$216,425.00

PUR-1823
ARFF Building Demolition - Hagerstown Regional Airport

<u>Responding Supplier</u>	<u>Response Total</u>
Blue Rock Remodeling Inc	\$92,000.00
Callas Contractors, LLC	\$92,756.00
Myers Building Systems	\$98,400.00
Rowland & Company	\$117,292.00
Tamco Construction, Inc.	\$119,700.00
United Entrprises	\$150,000.00
Mithras Construction LLC	\$245,000.00
Brute LLC	\$246,145.00

June 1, 2026

Project No. 2026-HGR-1301

Mr. Neil Doran, C.M, ACE
Airport Director
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, Maryland 21742

Sent electronically to: ndoran@washco-md.net

**Reference: Bid Tabulation and Contract Award Recommendation
ARFF Building Demolition (PUR-1823)
Hagerstown Regional Airport – Richard A. Henson Field (HGR)
Washington County, Hagerstown, MD**

Dear Mr. Doran:

On Wednesday, May 28, 2023, at 2:00 PM, sealed bids were opened for the above referenced project at Hagerstown Regional Airport (HGR). A total of eight (8) bids were received and they are as shown in the table below:

CONTRACTOR	TOTAL
Blue Rock Remodeling, Inc.	\$92,000.00
Callas Contractors, LLC	\$92,756.00
Myers Building Systems	\$98,400.00
Rowland & Company	\$117,292.00
Tamco Construction, Inc.	\$119,700.00
United Enterprises	\$150,000.00
Mithras Construction LLC	\$245,000.00
Brute, LLC	\$246,145.00
Engineer's Estimate	\$92,756.00

The apparent low bidder is: Blue Rock Remodeling, Inc.
6177 Executive Boulevard
Rockville, MD 20852

In evaluating the Bids received, the apparent low bid is above the Engineer's Opinion of Probable Cost (EOPC) for the total bid by 6.3%. Of the 3 items bid the Contractor was above the EOPC on all 3 items. In reviewing the unit bid prices were comparable to the EOPC; therefore, the bid is considered balanced overall. Only one bid item was greater than 20% of the total bid; therefore, the only major contract item for the Project is Item 3, P-101-5.1, ARFF Building Removal.

Mr. Neil Doran, C.M, ACE
June 1, 2026



Blue Rock Remodeling, Inc. (UEI: VSCDRQLFUAW3) is a registered vendor with the County (License #1160); in the Federal System for Award Management (SAM) and has no Active Exclusion Records found at www.sam.gov. Blue Rock Remodeling, Inc. (Entity Number: D23300494) is an active registered Business Entity with the Maryland State Department of Assessments and Taxation (SDAT) found at <https://egov.maryland.gov/BusinessExpress/EntitySearch>.

In reviewing the low bid proposal for completeness and accuracy, the following irregularities are noted for your consideration:

Proposal – Blue Rock Remodeling, Inc. (FID# 92-0456892)

→ No irregularities found.

In accordance with General Provision 30-01, Consideration of Proposals, until the award of a contract is made, the Owner can reserve the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner can reserve the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

On Page DBE-21, of the Disadvantage Business Enterprise (DBE) Program, Blue Rock Remodeling, Inc. indicates that they will utilize 13% DBE Participation versus the contract required 10.79% for this Project. They intend on using Goel Services, Inc. for removal of hazardous materials. Goel Services, Inc. (Certification Number 04-441) is a certified Minority Business Enterprise (MBE) with the Department of Social and Economic Mobility and listed on their website at (<https://marylandmdbe.gob2g.com/>). However, given that there are no Certified DBE's currently in the Maryland UCP System as all DBE's are going through a re-certification process, the Contractor is not required to meet the solicitation goal.

If it is the Owners intention to award the current Contract the award should go to Blue Rock Remodeling, Inc. The Owner should review any irregular items with your Attorney to determine satisfactory compliance with the Proposal terms. We recommend that you forward the bid tabulation to the FAA Washington ADO and Maryland Aviation Administration (MAA) and, subject to grant funding availability, request their concurrence to award.

Mr. Neil Doran, C.M, ACE
June 1, 2026



Thank you for the assistance we received from you, your staff and Washington County Purchasing Department on this important project at HGR. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink that reads "Ronald N. Morris". The signature is written in a cursive style with a large initial "R".

Ronald N. Morris, PE, CM
Senior Engineering Manager

Enclosures:

1. Bid Tabulation Summary
2. Bid Tabulation

Cc: Brandi Kentner (bnaugle@washco-md.net) - Washington County Purchasing Department

O:\HGR\Projects\2026-HGR-1301 TO 5 - ARFF Demo in RVZ\Non-CAD\9_Bidding\Bid Recommendation\20260601 Bid Recommendation Ltr - HGR ARFF Demo R0.docx



BID TABULATION SUMMARY

PUR-1823

HAGERSTOWN REGIONAL AIRPORT ARFF BUILDING DEMOLITION - CONSTRUCTION BIDS RECEIVED 05/28/2026; 2:00 PM EST

CONTRACTOR	BASE BID	TOTAL
Engineer's Estimate	\$86,200.00	\$86,200.00
Blue Rock Remodeling, Inc.	\$92,000.00	\$92,000.00
Callas Contractors, LLC	\$92,756.00	\$92,756.00
Myers Building Systems	\$98,400.00	\$98,400.00
Rowland & Company	\$117,292.00	\$117,292.00
Tamco Construction, Inc.	\$119,700.00	\$119,700.00
United Enterprises	\$150,000.00	\$150,000.00
Mithras Construction LLC	\$245,000.00	\$245,000.00
Brute, LLC	\$246,145.00	\$246,145.00

* **Red Text** indicates that the itemized amount did not match the proposal; therefore, as adjusted and the correct total is indicated above. Unit Price Written amounts govern.



BID TABULATION

ARFF BUILDING DEMOLITION - CONSTRUCTION
HAGERSTOWN REGIONAL AIRPORT

BIDS RECEIVED 05/28/2026; 2:00 PM EST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		Blue Rock Remodeling, Inc.		Callas Contractors, LLC	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
1	M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC AND CSPP	LS	1	\$3,700.00	\$3,700.00	\$4,000.00	\$4,000.00	\$4,750.00	\$4,750.00
2	C-105-6.1	MOBILIZATION	LS	1	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
3	P-101-5.1	ARFF BUILDING REMOVAL	LS	1	\$75,000.00	\$75,000.00	\$80,000.00	\$80,000.00	\$102,542.00	\$102,542.00
Total Bid						\$86,200.00		\$92,000.00		\$117,292.00

* Highlighted Text indicates that the itemized amount does not match the proposal. Unit Price Written amounts govern.



BID TABULATION

ARFF BUILDING DEMOLITION - CONSTRUCTION
HAGERSTOWN REGIONAL AIRPORT

BIDS RECEIVED 05/28/2026; 2:00 PM EST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	Myers Building Systems		Rowland & Company		Tamco Construction, Inc.	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
1	M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC AND CSPP	LS	1	\$2,000.00	\$2,000.00	\$16,500.00	\$16,500.00	\$1,937.00	\$1,937.00
2	C-105-6.1	MOBILIZATION	LS	1	\$2,000.00	\$2,000.00	\$13,220.00	\$13,220.00	\$1,937.00	\$1,937.00
3	P-101-5.1	ARFF BUILDING REMOVAL	LS	1	\$94,400.00	\$94,400.00	\$216,425.00	\$216,425.00	\$88,882.00	\$88,882.00
Total Bid						\$98,400.00		\$246,145.00		\$92,756.00

* Highlighted **Text** indicates that the itemized amount does not match the proposal. Unit Price Written amounts govern.



BID TABULATION

ARFF BUILDING DEMOLITION - CONSTRUCTION
HAGERSTOWN REGIONAL AIRPORT

BIDS RECEIVED 05/28/2026; 2:00 PM EST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	United Enterprises		Mithras Construction LLC		Brute, LLC	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
1	M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC AND CSPP	LS	1	\$12,250.00	\$12,250.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
2	C-105-6.1	MOBILIZATION	LS	1	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
3	P-101-5.1	ARFF BUILDING REMOVAL	LS	1	\$222,250.00	\$222,250.00	\$94,700.00	\$94,700.00	\$135,000.00	\$135,000.00
Total Bid						\$245,000.00		\$119,700.00		\$150,000.00

* Highlighted Text indicates that the itemized amount does not match the proposal. Unit Price Written amounts govern.



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1824) Airport Operations Area (AOA) Fence/Access Gate Realignment at Hagerstown Regional Airport

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Procurement Director, and Andrew Eshleman, P.E., Division Director of Public Works.

RECOMMENDED MOTIONS:

Motion 1: Contingent upon successful FAA and MAA grant application and awards, move to award the contract for Airport Operations Area Fence/Access Gate Realignment at Hagerstown Regional Airport to the responsive, responsible firm Blue Rock Remodeling Inc., of Rockville, MD, with the lowest total bid amount of \$2,218,625.

Motion 2: Move to empower Staff to sign/submit FAA/MAA grant applications, issue purchase orders, execute task orders and complete related paperwork for this project based upon total costs being below amounts programmed and approved in previous County budgets.

REPORT-IN-BRIEF:

This project includes the removal and re-installation of new AOA Security Fence and Gates to meet Runway Visibility Zone Requirements (RVZ). A section of the existing perimeter fence that runs along the east side of Runway 02 is also currently located within the Runway Object Free Area (ROFA). This section of fence will be removed, and a new fence shall be constructed outside of the ROFA.

This Project has been broken out from a larger project that was designed and bid in 2025. No successful bids were received for that project; therefore, that project has been broken up into separate, more discipline-specific work elements, to diversify the potential bidder pool and obtain a successful bid for this Project. *Note: Both Contract Award PUR-1823 and PUR-1824 are anticipated to be included under the same FAA and MAA grants.* The Invitation to Bid was advertised on EUNA, the County's online bidding website, and on the State's "eMaryland Marketplace Advantage" website. Fifteen (15) persons/companies registered/downloaded the bid document online, six (6) firms were represented at the pre-proposal teleconference, and four (4) firms submitted proposals.

FISCAL IMPACT: This project is identified in the County's Capital Improvement Plan, under ID # LDI068.

CONCURRENCES: Neil Doran, Airport Director.

ATTACHMENTS: Bid Tabulation and Contract Award Recommendation by contracted consultant.

PUR-1824
AOA Fence / Access Gate Realignment

Line #	Description	QTY	UOM	Blue Rock Remodeling Inc Rockville, MD		C. William Hetzer, Inc. Hagerstown, MD	
				Total Price Unit	\$2,218,625.00 Extended	Total Price Unit	\$2,542,405.00 Extended
1	Spec. No. M-100-4.1 Maintenance and Protection of Traffic and CSPP	1	LUMP SUM	\$55,000.00	\$55,000.00	\$120,000.00	\$120,000.00
2	Spec. No. M-150-5.1 Project Survey and Stakeout	1	LUMP SUM	\$16,000.00	\$16,000.00	\$121,100.00	\$121,100.00
3	Spec. No.C-105-6.1 Mobilization	1	LUMP SUM	\$80,000.00	\$80,000.00	\$120,000.00	\$120,000.00
4	Spec. No. P-101-5.1 Fence Removal	3500	LF	\$10.00	\$35,000.00	\$24.00	\$84,000.00
5	Spec. No. P-101-5.2 Sliding Gate Removal	2	EA	\$2,700.00	\$5,400.00	\$6,080.00	\$12,160.00
6	Spec. No. P-101-5.3 Gate Supports Removal	2	EA	\$1,750.00	\$3,500.00	\$4,200.00	\$8,400.00
7	Spec. No. P-101-5.4 Box Frame Swing Gate Removal	1	EA	\$5,500.00	\$5,500.00	\$11,760.00	\$11,760.00
8	Spec. No. P-101-5.5 Swing Gate Removal	1	EA	\$1,750.00	\$1,750.00	\$1,230.00	\$1,230.00
9	Spec. No. P-101-5.6 Electrical Transformer Pad Removal	1	LUMP SUM	\$1,750.00	\$1,750.00	\$1,710.00	\$1,710.00
10	Spec. No. P-101-5.7 Keypad Removal	2	EA	\$450.00	\$900.00	\$580.00	\$1,160.00
11	Spec. No. P-101-5.8 Bollard Removal	10	EA	\$510.00	\$5,100.00	\$1,150.00	\$11,500.00
12	Spec. No. P-101-5.9 Electrical Rack Removal	1	LUMP SUM	\$5,700.00	\$5,700.00	\$31,500.00	\$31,500.00
13	Spec. No. P-101-5.10Light Pole and Foundation Removal	2	EA	\$1,500.00	\$3,000.00	\$1,970.00	\$3,940.00
14	Spec. No. P-101-5.11 Infill Oil / Water Separator	1	LUMP SUM	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00
15	Spec. No. P-101-5.12 Infill Trench Drain	1	LUMP SUM	\$12,000.00	\$12,000.00	\$1,710.00	\$1,710.00

PUR-1824
AOA Fence / Access Gate Realignment

				Blue Rock Remodeling Inc Rockville, MD		C. William Hetzer, Inc. Hagerstown, MD	
16	Spec. No. P-101-5.13 Pavement Marking Removal	1100	SF	\$10.00	\$11,000.00	\$6.50	\$7,150.00
17	Spec. No. P-620-5.1 Permanent Pavement Marking	6000	SF	\$7.00	\$42,000.00	\$3.00	\$18,000.00
18	Spec. No. F-162-5.110' Chain-Link Fence with Barbed Wire Installation	2000	LF	\$115.00	\$230,000.00	\$130.00	\$260,000.00
19	Spec. No. F-162-5.210' Chain-Link Fence with Barbed Wire Installation on Concrete Median Barrier	500	LF	\$195.00	\$97,500.00	\$110.00	\$55,000.00
20	Spec. No. F-162.5.3 160' Electric Telescoping Gate Installation	1	EA	\$310,000.00	\$310,000.00	\$593,730.00	\$593,730.00
21	Spec. No. F-162.5.4 Pedestrian Gate Installatin	1	EA	\$11,600.00	\$11,600.00	\$18,480.00	\$18,480.00
22	Spec. No. F-162.5.5 Gate Operator Installation	2	EA	\$27,100.00	\$54,200.00	\$68,490.00	\$136,980.00
23	Spec. No. F-162 5.6 6" Bollards	38	EA	\$850.00	\$32,300.00	\$2,020.00	\$76,760.00
24	Spec. No. L-108-5.1 Fiber Optic Cable in 2" Conduit, Installed Complete in Place Through Turf	1350	LF	\$75.00	\$101,250.00	\$58.00	\$78,300.00
25	Spec. No. L-108-5.2 Fiber Optic Cable in 2" Conduit, Installed Complete in Place Through Pavement	60	LF	\$165.00	\$9,900.00	\$73.00	\$4,380.00
26	Spec. No. L-108-5.3 Fiber Optic Cable in Existing 2" Conduit, Installed Complete in Place Mounted on Fence or Underground	1800	LF	\$45.00	\$81,000.00	\$20.50	\$36,900.00
27	Spec. No. L-108-5.4 Fiber Optic Cable in Proposed 2" Conduit, Installed Complete in Place Mounted on Fence	775	LF	\$30.00	\$23,250.00	\$56.00	\$43,400.00

PUR-1824
AOA Fence / Access Gate Realignment

				Blue Rock Remodeling Inc Rockville, MD		C. William Hetzer, Inc. Hagerstown, MD	
28	Spec. No. L-108-5.5 Electric Cable in 4" Conduit, Installed Complete in Place Through Turf	30	LF	\$190.00	\$5,700.00	\$54.00	\$1,620.00
29	Spec. No. L-108-5.6 Electric Cable in 2" Conduit, Installed Complete in Place Through Pavement	60	LF	\$290.00	\$17,400.00	\$190.00	\$11,400.00
30	Spec. No. L-108-5.7 Reconnect / Repair Existing Conduit Mounted on Fence for Fiber Optic Cable Installation(Includes Existing Cable Removal)	ALLOW 1		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
31	Spec. No. L-108-5.8 Trenching Through Rock	1000	LF	\$37.00	\$37,000.00	\$25.00	\$25,000.00
32	Spec. No. L-110-5.1 Directional Boring, Fiber Optic Cable in HDPE Conduit, 1 Way 2-Inch	680	LF	\$210.00	\$142,800.00	\$71.00	\$48,280.00
33	Spec. No. L-110-5.2 Directional Boring, Electric Cable in HDPE Conduit, 1 Way 4-Inch	475	LF	\$185.00	\$87,875.00	\$75.00	\$35,625.00
34	Spec. No. L-110-5.3 Directional Boring, Electric Cable in HDPE Conduit, 1 Way 2-Inch	450	LF	\$165.00	\$74,250.00	\$100.00	\$45,000.00
35	Spec. No. L-110-5.4 Directional Boring, Through Rock	800	LF	\$135.00	\$108,000.00	\$185.00	\$148,000.00
36	Spec. No. L-115-5.1 Electrical Junction Can	10	EA	\$1,150.00	\$11,500.00	\$6,600.00	\$66,000.00
37	Spec. No. L-115-5.2 Electrical Handhole	1	EA	\$15,500.00	\$15,500.00	\$7,200.00	\$7,200.00
38	Spec. No. L-115-5.3 Electrical Rack	1	LUMP SUM	\$13,500.00	\$13,500.00	\$103,200.00	\$103,200.00

PUR-1824
AOA Fence / Access Gate Realignment

				Blue Rock Remodeling Inc Rockville, MD		C. William Hetzer, Inc. Hagerstown, MD	
39	Spec. No. L-115-5.4 Relocate 25KV Transformer	1	LUMP SUM	\$13,000.00	\$13,000.00	\$4,200.00	\$4,200.00
40	Spec. No. L-119-5.1 Obstruction Lights, Installed Complete in Place Mounted on Fence	2	EA	\$3,750.00	\$7,500.00	\$12,000.00	\$24,000.00
41	Spec. No. T-901-5.1 Seeding	1	LUMP SUM	\$5,100.00	\$5,100.00 \$1,787,225.00	\$4,340.00	\$4,340.00 \$2,400,615.00
42	Alternate 1: Spec. No. M-100-4.2 Maintenance and Protection of Traffic and CSPP	1	LUMP SUM	\$78,500.00	\$78,500.00	\$2,400.00	\$2,400.00
43	Alternate 1: Spec. No. C-105-6.1 Mobilization	1	LUMP SUM	\$110,000.00	\$110,000.00	\$3,600.00	\$3,600.00
44	Alternate 1: Spec. No.L-108-5.9 DEDUCT Fiber Optic Cable in Existing 2" Conduit, installed complete in place mounted on fence or underground.	DEDUCT LF		-\$2,000.00	-\$2,000.00	-\$2,000.00	-\$2,000.00
47	Alternate 1: Spec. No. L-110-5.1 Directional Boring, Fiber Optic Cable in HDPE Conduit, 1 Way 2-inch.	700	LF	\$210.00	\$147,000.00	\$70.00	\$49,000.00
48	Alternate 1: Spec. No. L-110-5.4 Directional Boring, Fiber Optic Cable in HDPE Conduit, 1 Way 2-inch	350	LF	\$260.00	\$91,000.00	\$205.00	\$71,750.00
49	Alternate 1: Spec. No. L-115-5.1 Electrical Junction Can	2	EA	\$1,150.00	\$2,300.00	\$6,600.00	\$13,200.00
50	Alternate 1: Spec. No. T-901-5.1 Seeding	1	LUMP SUM	\$5,100.00	\$5,100.00	\$4,340.00	\$4,340.00
55	Alternate 1: Spec No. L-108-5.10 DEDUCT Fiber Optic Cable in Proposed 2" Conduit, installed complete in place mounted on fence.			-\$500.00	-\$500.00	-\$500.00	-\$500.00

PUR-1824
AOA Fence / Access Gate Realignment

Line #	Description	QTY	UOM	Callas Contractors, LLC Hagerstown, MD		United Entrprises Greencastle, PA	
				Total Price Unit	\$3,092,427.04 Extended	Total Price Unit	\$3,333,575.00 Extended
1	Spec. No. M-100-4.1 Maintenance and Protection of Traffic and CSPP	1	LUMP SUM	\$73,558.35	\$73,558.35	\$125,000.00	\$125,000.00
2	Spec. No. M-150-5.1 Project Survey and Stakeout	1	LUMP SUM	\$16,301.93	\$16,301.93	\$25,000.00	\$25,000.00
3	Spec. No.C-105-6.1 Mobilization	1	LUMP SUM	\$143,814.13	\$143,814.13	\$150,000.00	\$150,000.00
4	Spec. No. P-101-5.1 Fence Removal	3500	LF	\$9.09	\$31,815.00	\$18.00	\$63,000.00
5	Spec. No. P-101-5.2 Sliding Gate Removal	2	EA	\$2,384.30	\$4,768.60	\$5,000.00	\$10,000.00
6	Spec. No. P-101-5.3 Gate Supports Removal	2	EA	\$2,384.30	\$4,768.60	\$4,000.00	\$8,000.00
7	Spec. No. P-101-5.4 Box Frame Swing Gate Removal	1	EA	\$9,237.76	\$9,237.76	\$10,000.00	\$10,000.00
8	Spec. No. P-101-5.5 Swing Gate Removal	1	EA	\$2,460.82	\$2,460.82	\$1,800.00	\$1,800.00
9	Spec. No. P-101-5.6 Electrical Transformer Pad Removal	1	LUMP SUM	\$1,663.46	\$1,663.46	\$2,750.00	\$2,750.00
10	Spec. No. P-101-5.7 Keypad Removal	2	EA	\$277.24	\$554.48	\$1,250.00	\$2,500.00
11	Spec. No. P-101-5.8 Bollard Removal	10	EA	\$742.87	\$7,428.70	\$550.00	\$5,500.00
12	Spec. No. P-101-5.9 Electrical Rack Removal	1	LUMP SUM	\$3,881.41	\$3,881.41	\$10,000.00	\$10,000.00
13	Spec. No. P-101-5.10Light Pole and Foundation Removal	2	EA	\$2,772.44	\$5,544.88	\$2,500.00	\$5,000.00
14	Spec. No. P-101-5.11 Infill Oil / Water Separator	1	LUMP SUM	\$4,363.16	\$4,363.16	\$3,500.00	\$3,500.00
15	Spec. No. P-101-5.12 Infill Trench Drain	1	LUMP SUM	\$9,997.49	\$9,997.49	\$19,000.00	\$19,000.00
16	Spec. No. P-101-5.13 Pavement Marking Removal	1100	SF	\$16.63	\$18,293.00	\$17.00	\$18,700.00

PUR-1824
AOA Fence / Access Gate Realignment

				Callas Contractors, LLC Hagerstown, MD		United Entrprises Greencastle, PA	
17	Spec. No. P-620-5.1 Permanent Pavement Marking	6000	SF	\$6.65	\$39,900.00	\$6.00	\$36,000.00
18	Spec. No. F-162-5.110' Chain-Link Fence with Barbed Wire Installation	2000	LF	\$75.20	\$150,400.00	\$210.00	\$420,000.00
19	Spec. No. F-162-5.210' Chain-Link Fence with Barbed Wire Installation on Concrete Median Barrier	500	LF	\$215.14	\$107,570.00	\$300.00	\$150,000.00
20	Spec. No. F-162.5.3 160' Electric Telescoping Gate Installation	1	EA	\$639,598.89	\$639,598.89	\$835,000.00	\$835,000.00
21	Spec. No. F-162.5.4 Pedestrian Gate Installatin	1	EA	\$20,959.62	\$20,959.62	\$23,000.00	\$23,000.00
22	Spec. No. F-162.5.5 Gate Operator Installation	2	EA	\$12,198.72	\$24,397.44	\$60,000.00	\$120,000.00
23	Spec. No. F-162 5.6 6" Bollards	38	EA	\$1,602.47	\$60,893.86	\$2,000.00	\$76,000.00
24	Spec. No. L-108-5.1 Fiber Optic Cable in 2" Conduit, Installed Complete in Place Through Turf	1350	LF	\$94.26	\$127,251.00	\$90.00	\$121,500.00
25	Spec. No. L-108-5.2 Fiber Optic Cable in 2" Conduit, Installed Complete in Place Through Pavement	60	LF	\$138.62	\$8,317.20	\$350.00	\$21,000.00
26	Spec. No. L-108-5.3 Fiber Optic Cable in Existing 2" Conduit, Installed Complete in Place Mounted on Fence or Underground	1800	LF	\$22.18	\$39,924.00	\$25.00	\$45,000.00
27	Spec. No. L-108-5.4 Fiber Optic Cable in Proposed 2" Conduit, Installed Complete in Place Mounted on Fence	775	LF	\$60.99	\$47,267.25	\$90.00	\$69,750.00
28	Spec. No. L-108-5.5 Electric Cable in 4" Conduit, Installed Complete in Place Through Turf	30	LF	\$97.59	\$2,927.70	\$160.00	\$4,800.00

PUR-1824
AOA Fence / Access Gate Realignment

				Callas Contractors, LLC Hagerstown, MD		United Entrprises Greencastle, PA	
29	Spec. No. L-108-5.6 Electric Cable in 2" Conduit, Installed Complete in Place Through Pavement	60	LF	\$127.53	\$7,651.80	\$320.00	\$19,200.00
30	Spec. No. L-108-5.7 Reconnect / Repair Existing Conduit Mounted on Fence for Fiber Optic Cable Installation(Includes Existing Cable Removal)	ALLOW 1		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
31	Spec. No. L-108-5.8 Trenching Through Rock	1000	LF	\$443.59	\$443,590.00	\$39.00	\$39,000.00
32	Spec. No. L-110-5.1 Directional Boring, Fiber Optic Cable in HDPE Conduit, 1 Way 2-Inch	680	LF	\$140.17	\$95,315.60	\$165.00	\$112,200.00
33	Spec. No. L-110-5.2 Directional Boring, Electric Cable in HDPE Conduit, 1 Way 4-Inch	475	LF	\$169.67	\$80,593.25	\$225.00	\$106,875.00
34	Spec. No. L-110-5.3 Directional Boring, Electric Cable in HDPE Conduit, 1 Way 2-Inch	450	LF	\$377.05	\$169,672.50	\$165.00	\$74,250.00
35	Spec. No. L-110-5.4 Directional Boring, Through Rock	800	LF	\$388.14	\$310,512.00	\$275.00	\$220,000.00
36	Spec. No. L-115-5.1 Electrical Junction Can	10	EA	\$3,548.72	\$35,487.20	\$6,500.00	\$65,000.00
37	Spec. No. L-115-5.2 Electrical Handhole	1	EA	\$7,208.34	\$7,208.34	\$18,500.00	\$18,500.00
38	Spec. No. L-115-5.3 Electrical Rack	1	LUMP SUM	\$5,544.87	\$5,544.87	\$15,000.00	\$15,000.00
39	Spec. No. L-115-5.4 Relocate 25KV Transformer	1	LUMP SUM	\$22,179.50	\$22,179.50	\$24,000.00	\$24,000.00
40	Spec. No. L-119-5.1 Obstruction Lights, Installed Complete in Place Mounted on Fence	2	EA	\$4,990.39	\$9,980.78	\$9,000.00	\$18,000.00

PUR-1824
AOA Fence / Access Gate Realignment

				Callas Contractors, LLC Hagerstown, MD		United Entrprises Greencastle, PA	
41	Spec. No. T-901-5.1 Seeding	1	LUMP SUM	\$25,182.60	\$25,182.60 \$2,830,777.17	\$20,000.00	\$20,000.00 \$3,123,825.00
42	Alternate 1: Spec. No. M-100-4.2 Maintenance and Protection of Traffic and CSPP	1	LUMP SUM	\$9,426.29	\$9,426.29	\$9,000.00	\$9,000.00
43	Alternate 1: Spec. No. C-105-6.1 Mobilization	1	LUMP SUM	\$9,758.98	\$9,758.98	\$9,000.00	\$9,000.00
44	Alternate 1: Spec. No.L-108-5.9 DEDUCT Fiber Optic Cable in Existing 2" Conduit, installed complete in place mounted on fence or underground.	DEDUCT LF		-\$2,000.00	-\$2,000.00	-\$2,000.00	-\$2,000.00
47	Alternate 1: Spec. No. L-110-5.1 Directional Boring, Fiber Optic Cable in HDPE Conduit, 1 Way 2-inch.	700	LF	\$140.17	\$98,119.00	\$165.00	\$115,500.00
48	Alternate 1: Spec. No. L-110-5.4 Directional Boring, Fiber Optic Cable in HDPE Conduit, 1 Way 2-inch	350	LF	\$388.14	\$135,849.00	\$165.00	\$57,750.00
49	Alternate 1: Spec. No. L-115-5.1 Electrical Junction Can	2	EA	\$3,548.72	\$7,097.44	\$6,500.00	\$13,000.00
50	Alternate 1: Spec. No. T-901-5.1 Seeding	1	LUMP SUM	\$3,899.16	\$3,899.16	\$8,000.00	\$8,000.00
55	Alternate 1: Spec No. L-108-5.10 DEDUCT Fiber Optic Cable in Proposed 2" Conduit, installed complete in place mounted on fence.			-\$500.00	-\$500.00	-\$500.00	-\$500.00

Responding Supplier

Blue Rock Remodeling Inc
C. William Hetzer, Inc.
Callas Contractors, LLC
United Entrprises

Response Total

\$2,218,625.00
\$2,542,405.00
\$3,092,427.04
\$3,333,575.00

June 1, 2026

Project No. 2026-HGR-1302

Mr. Neil Doran, C.M, ACE
Airport Director
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, Maryland 21742

Sent electronically to: ndoran@washco-md.net

**Reference: Bid Tabulation and Contract Award Recommendation
AOA Fence/Access Gate Realignment (PUR-1824)
Hagerstown Regional Airport – Richard A. Henson Field (HGR)
Washington County, Hagerstown, MD**

Dear Mr. Doran:

On Wednesday, May 28, 2023, at 2:00 PM, sealed bids were opened for the above referenced project at Hagerstown Regional Airport (HGR). A total of four (4) bids were received and they are as shown in the table below:

CONTRACTOR	TOTAL
Blue Rock Remodeling, Inc.	\$2,218,625.00
C. William Hetzer, Inc.	\$2,542,405.00
Callas Contractors, LLC.	\$3,092,427.04
United Enterprises	\$3,333,575.00
Engineer's Estimate	\$1,937,480.00

The apparent low bidder is: Blue Rock Remodeling, Inc.
6177 Executive Boulevard
Rockville, MD 20852

In evaluating the Bids received, the apparent low bid is above the Engineer's Opinion of Probable Cost (EOPC) for the total bid by 12.7%. Of the 49 items bid the Contractor was above the EOPC on 36 items and below on 13 items. In reviewing the unit bid prices the bid is considered balanced overall when compared to the EOPC. For the total bid, no individual items were greater than 20% of the total bid; therefore, there are no major contract items for the Project.

Blue Rock Remodeling, Inc. (UEI: VSCDRQLFUAW3) is a registered vendor with the County (License #1160); in the Federal System for Award Management (SAM) and has no Active Exclusion Records found at www.sam.gov. Blue Rock Remodeling, Inc. (Entity Number: D23300494) is an active registered Business Entity with the Maryland State Department of Assessments and Taxation (SDAT) found at

Mr. Neil Doran, C.M, ACE
June 1, 2026



<https://egov.maryland.gov/BusinessExpress/EntitySearch>.

In reviewing the low bid proposal for completeness and accuracy, the following irregularities are noted for your consideration:

Proposal – Blue Rock Remodeling, Inc. (FID# 92-0456892)

→ No irregularities found.

In accordance with General Provision 30-01, Consideration of Proposals, until the award of a contract is made, the Owner can reserve the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner can reserve the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

On Page DBE-21, of the Disadvantage Business Enterprise (DBE) Program, Blue Rock Remodeling, Inc. indicates that they will utilize 13% DBE Participation versus the contract required 10.79% for this Project. They intend on using Goel Services, Inc. for removal of hazardous materials. Goel Services, Inc. (Certification Number 04-441) is a certified Minority Business Enterprise (MBE) with the Department of Social and Economic Mobility and listed on their website at (<https://marylandmdbe.gob2g.com/>). However, given that there are no Certified DBE's currently in the Maryland UCP System as all DBE's are going through a re-certification process, the Contractor is not required to meet the solicitation goal.

If it is the Owners intention to award the current Contract the award should go to Blue Rock Remodeling, Inc. The Owner should review any irregular items with your Attorney to determine satisfactory compliance with the Proposal terms. We recommend that you forward the bid tabulation to the FAA Washington ADO and Maryland Aviation Administration (MAA) and, subject to grant funding availability, request their concurrence to award.

Mr. Neil Doran, C.M, ACE
June 1, 2026



Thank you for the assistance we received from you, your staff and Washington County Purchasing Department on this important project at HGR. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ronald N. Morris".

Ronald N. Morris, PE, CM
Senior Engineering Manager

Enclosures:

1. Bid Tabulation Summary
2. Bid Tabulation

Cc: Brandi Kentner (bnaugle@washco-md.net) - Washington County Purchasing Department

O:\HGR\Projects\2026-HGR-1302 TO 10 - Relocate AOA FenceGate\Non-CAD\9_Bidding\Bid Recommendation\20260601 Bid Recommendation Ltr - HGR AOA Fence-Gate R0.docx



BID TABULATION SUMMARY

**PUR-1824
HAGERSTOWN REGIONAL AIRPORT (HGR)
AOA FENCE / ACCESS GATE REALIGNMENT
BIDS RECEIVED 05/28/2026; 2:00 PM EST**

CONTRACTOR	BASE BID	ADD ALTERNATE 1	TOTAL
Engineer's Estimate	\$1,627,900.00	\$292,725.00	\$1,920,625.00
Blue Rock Remodeling, Inc.	\$1,787,225.00	\$431,400.00	\$2,218,625.00
C. William Hetzer, Inc.	\$2,400,615.00	\$141,790.00	\$2,542,405.00
Callas Contractors, LLC.	\$2,830,777.17	\$261,649.87	\$3,092,427.04
United Enterprises	\$3,123,825.00	\$209,750.00	\$3,333,575.00

* **Red Text** indicates that the itemized amount did not match the proposal; therefore, as adjusted and the correct total is indicated above. Unit Price Written amounts govern.



BID TABULATION
AOA FENCE / ACCESS GATE REALIGNMENT
HAGERSTOWN REGIONAL AIRPORT (HGR)
BIDS RECEIVED 05/28/2026, 2:00 PM EST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		Blue Rock Remodeling, Inc.		Callas Contractors, LLC.		United Enterprises		C. William Hetzer, Inc.	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
1	M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC AND CSPP	LS	1	\$72,300.00	\$72,300.00	\$55,000.00	\$55,000.00	\$73,558.35	\$73,558.35	\$120,000.00	\$120,000.00	\$125,000.00	\$125,000.00
2	M-150-5.1	PROJECT SURVEY AND STAKEOUT	LS	1	\$30,400.00	\$30,400.00	\$16,000.00	\$16,000.00	\$16,301.93	\$16,301.93	\$121,100.00	\$121,100.00	\$25,000.00	\$25,000.00
3	C-105-6.1	MOBILIZATION	LS	1	\$77,500.00	\$77,500.00	\$80,000.00	\$80,000.00	\$143,814.13	\$143,814.13	\$120,000.00	\$120,000.00	\$150,000.00	\$150,000.00
4	P-101-5.1	FENCE REMOVAL	LF	3500	\$25.00	\$87,500.00	\$10.00	\$35,000.00	\$9.09	\$31,815.00	\$24.00	\$84,000.00	\$18.00	\$63,000.00
5	P-101-5.2	SLIDING GATE REMOVAL	EA	2	\$10,000.00	\$20,000.00	\$2,700.00	\$5,400.00	\$2,384.30	\$4,768.60	\$6,080.00	\$12,160.00	\$5,000.00	\$10,000.00
6	P-101-5.3	GATE SUPPORTS REMOVAL	EA	2	\$5,000.00	\$10,000.00	\$1,750.00	\$3,500.00	\$2,384.30	\$4,768.60	\$4,200.00	\$8,400.00	\$4,000.00	\$8,000.00
7	P-101-5.4	BOX FRAME SWING GATE REMOVAL	EA	1	\$2,000.00	\$2,000.00	\$5,500.00	\$5,500.00	\$9,237.76	\$9,237.76	\$11,760.00	\$11,760.00	\$10,000.00	\$10,000.00
8	P-101-5.5	SWING GATE REMOVAL	EA	1	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00	\$2,460.82	\$2,460.82	\$1,230.00	\$1,230.00	\$1,800.00	\$1,800.00
9	P-101-5.6	ELECTRICAL TRANSFORMER PAD REMOVAL	LS	1	\$500.00	\$500.00	\$1,750.00	\$1,750.00	\$1,663.46	\$1,663.46	\$1,710.00	\$1,710.00	\$2,750.00	\$2,750.00
10	P-101-5.7	KEYPAD REMOVAL	EA	2	\$100.00	\$200.00	\$450.00	\$900.00	\$277.24	\$554.48	\$580.00	\$1,160.00	\$1,250.00	\$2,500.00
11	P-101-5.8	BOLLARD REMOVAL	EA	10	\$150.00	\$1,500.00	\$510.00	\$5,100.00	\$742.87	\$7,428.70	\$1,150.00	\$11,500.00	\$550.00	\$5,500.00
12	P-101-5.9	ELECTRICAL RACK REMOVAL	LS	1	\$250.00	\$250.00	\$5,700.00	\$5,700.00	\$3,881.41	\$3,881.41	\$31,500.00	\$31,500.00	\$10,000.00	\$10,000.00
13	P-101-5.10	LIGHT POLE AND FOUNDATION REMOVAL	EA	2	\$250.00	\$500.00	\$1,500.00	\$3,000.00	\$2,772.44	\$5,544.88	\$1,970.00	\$3,940.00	\$2,500.00	\$5,000.00
14	P-101-5.11	INFILL OIL/WATER SEPARATOR	LS	1	\$750.00	\$750.00	\$3,500.00	\$3,500.00	\$4,363.16	\$4,363.16	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00
15	P-101-5.12	INFILL TRENCH DRAIN	LS	1	\$1,250.00	\$1,250.00	\$12,000.00	\$12,000.00	\$9,997.49	\$9,997.49	\$1,710.00	\$1,710.00	\$19,000.00	\$19,000.00
16	P-101-5.13	PAVEMENT MARKING REMOVAL	SF	1100	\$5.00	\$5,500.00	\$10.00	\$11,000.00	\$16.63	\$18,293.00	\$6.50	\$7,150.00	\$17.00	\$18,700.00
17	P-620-5.1	PERMANENT PAVEMENT MARKING	SF	6000	\$3.00	\$18,000.00	\$7.00	\$42,000.00	\$6.65	\$39,900.00	\$3.00	\$18,000.00	\$6.00	\$36,000.00
18	F-162-5.1	10' CHAIN-LINK FENCE WITH BARBED WIRE INSTALLATION	LF	2000	\$100.00	\$200,000.00	\$115.00	\$230,000.00	\$75.20	\$150,400.00	\$130.00	\$260,000.00	\$210.00	\$420,000.00
19	F-162-5.2	10' CHAIN-LINK FENCE WITH BARBED WIRE INSTALLATION ON CONCRETE MEDIAN BARRIER	LF	500	\$125.00	\$62,500.00	\$195.00	\$97,500.00	\$215.14	\$107,570.00	\$110.00	\$55,000.00	\$300.00	\$150,000.00
20	F-162-5.3	160' ELECTRIC TELESCOPING GATE INSTALLATION	EA	1	\$250,000.00	\$250,000.00	\$310,000.00	\$310,000.00	\$639,598.89	\$639,598.89	\$593,730.00	\$593,730.00	\$835,000.00	\$835,000.00
21	F-162-5.4	PEDESTRIAN GATE INSTALLATION	EA	1	\$2,000.00	\$2,000.00	\$11,600.00	\$11,600.00	\$20,959.62	\$20,959.62	\$18,480.00	\$18,480.00	\$23,000.00	\$23,000.00
22	F-162-5.5	GATE OPERATOR INSTALLATION	EA	2	\$25,000.00	\$50,000.00	\$27,100.00	\$54,200.00	\$12,198.72	\$24,397.44	\$68,490.00	\$136,980.00	\$60,000.00	\$120,000.00
23	F-162-5.6	6" BOLLARDS	EA	38	\$500.00	\$19,000.00	\$850.00	\$32,300.00	\$1,602.47	\$60,893.86	\$2,020.00	\$76,760.00	\$2,000.00	\$76,000.00
24	L-108-5.1	FIBER OPTIC CABLE IN 2" CONDUIT, INSTALLED COMPLETE IN PLACE THROUGH TURF	LF	1350	\$25.00	\$33,750.00	\$75.00	\$101,250.00	\$94.26	\$127,251.00	\$58.00	\$78,300.00	\$90.00	\$121,500.00
25	L-108-5.2	FIBER OPTIC CABLE IN 2" CONDUIT, INSTALLED COMPLETE IN PLACE THROUGH PAVEMENT	LF	60	\$150.00	\$9,000.00	\$165.00	\$9,900.00	\$138.62	\$8,317.20	\$73.00	\$4,380.00	\$350.00	\$21,000.00
26	L-108-5.3	FIBER OPTIC CABLE IN EXISTING 2" CONDUIT, INSTALLED COMPLETE IN PLACE MOUNTED ON FENCE OR UNDERGROUND	LF	1800	\$15.00	\$27,000.00	\$45.00	\$81,000.00	\$22.18	\$39,924.00	\$20.50	\$36,900.00	\$25.00	\$45,000.00
27	L-108-5.4	FIBER OPTIC CABLE IN PROPOSED 2" CONDUIT, INSTALLED COMPLETE IN PLACE MOUNTED ON FENCE	LF	775	\$20.00	\$15,500.00	\$30.00	\$23,250.00	\$60.99	\$47,267.25	\$56.00	\$43,400.00	\$90.00	\$69,750.00
28	L-108-5.5	ELECTRIC CABLE IN 4" CONDUIT, INSTALLED COMPLETE IN PLACE THROUGH TURF	LF	30	\$50.00	\$1,500.00	\$190.00	\$5,700.00	\$97.59	\$2,927.70	\$54.00	\$1,620.00	\$160.00	\$4,800.00
29	L-108-5.6	ELECTRIC CABLE IN 2" CONDUIT, INSTALLED COMPLETE IN PLACE THROUGH PAVEMENT	LF	60	\$150.00	\$9,000.00	\$290.00	\$1,740.00	\$127.53	\$7,651.80	\$190.00	\$11,400.00	\$320.00	\$19,200.00
30	L-108-5.7	RECONNECT/REPAIR EXISTING CONDUIT MOUNTED ON FENCE FOR FIBER OPTIC CABLE INSTALLATION (INCLUDES EXISTING CABLE REMOVAL)	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
31	L-108-5.8	TRENCHING THROUGH ROCK	LF	1000	\$50.00	\$50,000.00	\$37.00	\$37,000.00	\$443.59	\$443,590.00	\$25.00	\$25,000.00	\$39.00	\$39,000.00
32	L-110-5.1	DIRECTIONAL BORING, FIBER OPTIC CABLE IN HDPE CONDUIT, 1 WAY 2-INCH	LF	680	\$75.00	\$51,000.00	\$210.00	\$142,800.00	\$140.17	\$95,315.60	\$71.00	\$48,280.00	\$165.00	\$112,200.00
33	L-110-5.2	DIRECTIONAL BORING, ELECTRIC CABLE IN HDPE CONDUIT, 1 WAY 4-INCH	LF	475	\$400.00	\$190,000.00	\$185.00	\$87,875.00	\$169.67	\$80,593.25	\$75.00	\$35,625.00	\$225.00	\$106,875.00
34	L-110-5.3	DIRECTIONAL BORING, ELECTRIC CABLE IN HDPE CONDUIT, 1 WAY 2-INCH	LF	450	\$350.00	\$157,500.00	\$165.00	\$74,250.00	\$377.05	\$169,672.50	\$100.00	\$45,000.00	\$165.00	\$74,250.00
35	L-110-5.4	DIRECTIONAL BORING, THROUGH ROCK	LF	800	\$150.00	\$120,000.00	\$135.00	\$108,000.00	\$388.14	\$310,512.00	\$185.00	\$148,000.00	\$275.00	\$220,000.00
36	L-115-5.1	ELECTRICAL JUNCTION CAN	EA	10	\$1,500.00	\$15,000.00	\$1,150.00	\$11,500.00	\$3,548.72	\$35,487.20	\$6,600.00	\$66,000.00	\$6,500.00	\$65,000.00
37	L-115-5.2	ELECTRICAL HANDHOLE	EA	1	\$5,000.00	\$5,000.00	\$15,500.00	\$15,500.00	\$7,208.34	\$7,208.34	\$7,200.00	\$7,200.00	\$18,500.00	\$18,500.00
38	L-115-5.3	ELECTRICAL RACK	LS	1	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00	\$5,544.87	\$5,544.87	\$103,200.00	\$103,200.00	\$15,000.00	\$15,000.00
39	L-115-5.4	RELOCATE 25KV TRANSFORMER	LS	1	\$5,000.00	\$5,000.00	\$13,000.00	\$13,000.00	\$22,179.50	\$22,179.50	\$4,200.00	\$4,200.00	\$24,000.00	\$24,000.00
40	L-119-5.1	OBSTRUCTION LIGHTS, INSTALLED COMPLETE IN PLACE MOUNTED ON FENCE	EA	2	\$3,000.00	\$6,000.00	\$3,750.00	\$7,500.00	\$4,990.39	\$9,980.78	\$12,000.00	\$24,000.00	\$9,000.00	\$18,000.00
41	T-901-5.1	SEEDING	LS	1	\$5,000.00	\$5,000.00	\$5,100.00	\$5,100.00	\$25,182.60	\$25,182.60	\$4,340.00	\$4,340.00	\$20,000.00	\$20,000.00
Total Bid						\$1,627,900.00		\$1,787,225.00		\$2,830,777.17		\$2,400,615.00		\$3,123,825.00

* Highlighted **Red** indicates that the itemized amount does not match the proposal. Unit Price Written amounts govern.



BID TABULATION
AOA FENCE / ACCESS GATE REALIGNMENT
HAGERSTOWN REGIONAL AIRPORT (HGR)
BIDS RECEIVED 05/28/2026; 2:00 PM EST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		Blue Rock Remodeling, Inc.		Callas Contractors, LLC.		United Enterprises		C. William Hetzer, Inc.	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
42	M-102-4.2	MAINTENANCE AND PROTECTION OF TRAFFIC AND CSPP	LS	1	\$15,200.00	\$15,200.00	\$78,500.00	\$78,500.00	\$9,426.29	\$9,426.29	\$2,400.00	\$2,400.00	\$9,000.00	\$9,000.00
43	C-105-6.1	MOBILIZATION	LS	1	\$15,900.00	\$15,900.00	\$110,000.00	\$110,000.00	\$9,758.98	\$9,758.98	\$3,600.00	\$3,600.00	\$9,000.00	\$9,000.00
44	L-108-5.9	DEDUCT FIBER OPTIC CABLE IN EXISTING 2" CONDUIT, INSTALLED COMPLETE IN PLACE MOUNTED ON FENCE OR UNDERGROUND	LF	(1,800)	\$15.00	-\$27,000.00	\$1.11	-\$2,000.00	\$1.11	-\$2,000.00	\$1.11	-\$2,000.00	\$1.11	-\$2,000.00
45	L-108-6.4a	DEDUCT FIBER OPTIC CABLE IN PROPOSED 2" CONDUIT, INSTALLED COMPLETE IN PLACE MOUNTED ON FENCE	LF	(776)	\$0.00	-\$0.00	\$0.00	-\$0.00	\$0.00	-\$0.00	\$0.00	-\$0.00	\$0.00	-\$0.00
46	L-108-6.4b	DEDUCT FIBER OPTIC CABLE IN 2" CONDUIT, INSTALLED COMPLETE IN PLACE THROUGH TURF	LF	(66)	\$0.00	-\$0.00	\$0.00	-\$0.00	\$0.00	-\$0.00	\$0.00	-\$0.00	\$0.00	-\$0.00
47	L-110-5.1	DIRECTIONAL BORING, FIBER OPTIC CABLE IN HDPE CONDUIT, 1 WAY 2-INCH	LF	700	\$380.00	\$265,000.00	\$210.00	\$147,000.00	\$140.17	\$98,119.00	\$70.00	\$49,000.00	\$165.00	\$115,500.00
48	L-110-5.4	DIRECTIONAL BORING, THROUGH ROCK	LF	350	\$190.00	\$66,500.00	\$260.00	\$91,000.00	\$388.14	\$135,849.00	\$205.00	\$71,750.00	\$165.00	\$57,750.00
49	L-115-5.1	ELECTRICAL JUNCTION CAN	EA	2	\$1,500.00	\$3,000.00	\$1,150.00	\$2,300.00	\$3,548.72	\$7,097.44	\$6,600.00	\$13,200.00	\$6,500.00	\$13,000.00
50	T-901-5.1	SEEDING	LS	1	\$5,000.00	\$5,000.00	\$5,100.00	\$5,100.00	\$3,899.16	\$3,899.16	\$4,340.00	\$4,340.00	\$8,000.00	\$8,000.00
55	L-108-5.10	DEDUCT Fiber Optic Cable in Proposed 2" Conduit, installed complete in place mounted on fence.	LS	(1)	\$0.00	\$0.00	\$500.00	-\$500.00	\$500.00	-\$500.00	\$500.00	-\$500.00	\$500.00	-\$500.00
Total Bid						\$292,725.00		\$491,400.00		\$281,649.87		\$141,790.00		\$299,750.00

* Highlighted Text Indicates that the itemized amount does not match the proposal. Unit Price Written amounts govern.



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1786) Washington County Office Building Roof Repair

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Procurement Director, and Andrew Eshleman, P.E., Division Director of Public Works

RECOMMENDED MOTION: Move to award the contract for the Washington County Office Building Roof Repair to the responsive, responsible firm Bonded Applicators, Inc., of Waynesboro, PA, with the lowest total bid amount of \$292,845.

REPORT-IN-BRIEF: The work includes removal of the existing membrane roof system on the County Office Building, removing and resetting rooftop equipment, installation of insulation, crickets, slopes, saddles, flashing, TPO roofing system, and parapet wall repairs. The building is located at 33-35 West Washington Street, Hagerstown, MD 21740.

The Invitation to Bid was advertised on EUNA, the County's online bidding website, and on the State's "eMaryland Marketplace Advantage" website. Sixteen (16) persons/companies registered/downloaded the bid document online, and fifteen (15) firms were represented at the pre-proposal teleconference and ten (10) firms responded with proposals.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in Capital Improvement Plan (CIP) 30-11900 BLD100 Facilities Roof Repairs.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation

AUDIO/VISUAL NEEDS: N/A

PUR-1786

Washington County Office Building (33-35) Roof Repair

				Bonded Applicators, Inc. Waynesboro, PA		SGK Contracting, Inc. Halethorpe, MD		Ruff Roofing and Sheet Metal, LLC / Baltimore, MD		Northeast Contracting Company, LLC (R Necc Aquisition, LLC) Alexandria, VA	
				Total Price	\$292,874.70	Total Price	\$379,899.00	Total Price	\$454,902.50	Total Price	\$468,943.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	BASE BID	1	AMOUNT	\$292,845.00	\$292,845.00	\$379,875.00	\$379,875.00	\$454,837.00	\$454,837.00	\$468,900.00	\$468,900.00
2	UNIT PRICE SCHEDULE: In accordance with Section 01 20 00 – Price and Payment Procedures. Unit Price No. 1 – Repair Wood Deck (100 Sq. Ft. allowance): Includes material and labor to patch / repair existing metal deck per Section 06 11 40 as deemed necessary by the Owner/ Architect. Base Quantity to be provided by contract is 100 s.f.	1	SF	\$6.95	\$6.95	\$4.00	\$4.00	\$12.00	\$12.00	\$15.00	\$15.00
3	UNIT PRICE SCHEDULE: In accordance with Section 01 20 00 – Price and Payment Procedures. Unit Price No. 2 – Wood Blocking (200 L.F. allowance): Includes material and labor and all other costs for 2x8 blocking due to deterioration or damage or additional blocking would be required not specifically called for on the Drawings and Specification. Base Bid Quantity to be provided by contract is 200 L.F.	1	LF	\$4.25	\$4.25	\$5.00	\$5.00	\$8.50	\$8.50	\$8.00	\$8.00
4	UNIT PRICE SCHEDULE: In accordance with Section 01 20 00 – Price and Payment Procedures. Unit Price No. 3 – Repointing (200 Sq. Ft. allowance): Includes material and labor and all other costs for repointing masonry above roof area walls as noted in Section 04 90 01. Base Bid Quantity to be provided by contract is 200 sf.	1	SF	\$18.50	\$18.50	\$15.00	\$15.00	\$45.00	\$45.00	\$20.00	\$20.00

PUR-1786

Washington County Office Building (33-35) Roof Repair

				Reliance Roofing and Waterproofing, Inc. Manassas, VA		Tecta America East, LLC Jessup, MD		Detwiler Roofing, LLC East Earl, PA		Heidler Roofing, LLC Hagerstown, MD	
				Total Price	\$507,057.40	Total Price	\$515,445.00	Total Price	\$551,757.63	Total Price	\$559,446.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	BASE BID	1	AMOUNT	\$507,000.00	\$507,000.00	\$507,345.00	\$507,345.00	\$551,700.00	\$551,700.00	\$559,391.00	\$559,391.00
2	UNIT PRICE SCHEDULE: In accordance with Section 01 20 00 – Price and Payment Procedures. Unit Price No. 1 – Repair Wood Deck (100 Sq. Ft. allowance): Includes material and labor to patch / repair existing metal deck per Section 06 11 40 as deemed necessary by the Owner/ Architect. Base Quantity to be provided by contract is 100 s.f.	1	SF	\$19.90	\$19.90	\$450.00	\$450.00	\$11.63	\$11.63	\$12.00	\$12.00
3	UNIT PRICE SCHEDULE: In accordance with Section 01 20 00 – Price and Payment Procedures. Unit Price No. 2 – Wood Blocking (200 L.F. allowance): Includes material and labor and all other costs for 2x8 blocking due to deterioration or damage or additional blocking would be required not specifically called for on the Drawings and Specification. Base Bid Quantity to be provided by contract is 200 L.F.	1	LF	\$7.50	\$7.50	\$900.00	\$900.00	\$11.00	\$11.00	\$3.50	\$3.50
4	UNIT PRICE SCHEDULE: In accordance with Section 01 20 00 – Price and Payment Procedures. Unit Price No. 3 – Repointing (200 Sq. Ft. allowance): Includes material and labor and all other costs for repointing masonry above roof area walls as noted in Section 04 90 01. Base Bid Quantity to be provided by contract is 200 sf.	1	SF	\$30.00	\$30.00	\$6,750.00	\$6,750.00	\$35.00	\$35.00	\$40.00	\$40.00

PUR-1786
Washington County Office Building (33-35) Roof Repair

				St Mary's Roofing & Home Improvement Hollywood, MD		Dynamic General Contracting, LLC Baltimore, MD	
				Total Price	\$586,021.00	Total Price	\$780,027.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	BASE BID	1	AMOUNT	\$586,000.00	\$586,000.00	\$780,000.00	\$780,000.00
2	UNIT PRICE SCHEDULE: In accordance with Section 01 20 00 – Price and Payment Procedures. Unit Price No. 1 – Repair Wood Deck (100 Sq. Ft. allowance): Includes material and labor to patch / repair existing metal deck per Section 06 11 40 as deemed necessary by the Owner/ Architect. Base Quantity to be provided by contract is 100 s.f.	1	SF	\$4.00	\$4.00	\$7.00	\$7.00
3	UNIT PRICE SCHEDULE: In accordance with Section 01 20 00 – Price and Payment Procedures. Unit Price No. 2 – Wood Blocking (200 L.F. allowance): Includes material and labor and all other costs for 2x8 blocking due to deterioration or damage or additional blocking would be required not specifically called for on the Drawings and Specification. Base Bid Quantity to be provided by contract is 200 L.F.	1	LF	\$5.00	\$5.00	\$5.00	\$5.00
4	UNIT PRICE SCHEDULE: In accordance with Section 01 20 00 – Price and Payment Procedures. Unit Price No. 3 – Repointing (200 Sq. Ft. allowance): Includes material and labor and all other costs for repointing masonry above roof area walls as noted in Section 04 90 01. Base Bid Quantity to be provided by contract is 200 sf.	1	SF	\$12.00	\$12.00	\$15.00	\$15.00



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1787) Martin Luther King Jr. Community Center Renovation

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Procurement Director and Andrew Eshleman, P.E., Division Director of Public Works

RECOMMENDED MOTION: Move to award the contract for the Martin Luther King Jr. Community Center Renovation to the responsive, responsible firm with the lowest total bid amount of \$2,799,775 for the base bid, add alternate 1, 3, allowance, and unit prices, and to approve/execute the referenced budget adjustment.

REPORT-IN-BRIEF: The project includes renovations to common-use areas on three (3) floors of a former school building constructed in 1949. Washington County is the building owner, and primary building tenants include Head Start and Children in Need. The project will renovate portions of the building to upgrade building systems and accommodate public facility use as a community gymnasium. Building renovations include replacing the wood gymnasium floor, new restroom facilities, installation of an elevator and machine room, HVAC systems, sprinkler additions, fire alarm and door security systems, partial roof replacement, windows, two entrance canopies, and landscaping. The building is located at 131 West North Street, Hagerstown, Maryland 21740.

The Invitation to Bid was advertised on EUNA the County's online bidding website and on the State's "eMaryland Marketplace Advantage" website. Sixty (60) persons/companies registered/downloaded the bid document online, and Eighteen (18) firms were represented at the pre-proposal teleconference. Five (5) firms responded with proposals.

DISCUSSION: N/A **FISCAL IMPACT:** Funds are budgeted in various Capital Improvement Plan (CIP) 30-11900 REC048 MLK Gymnasium Upgrade and 30-11900 BLD100 Facilities Roof Repairs.

A \$125,000 budget adjustment from 30-11900 Facility Roof Repairs to 30-11900 REC048 MLK Gymnasium is requested to cover the construction and inspection costs associated with the roof replacement that will be completed with the renovation project.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation

AUDIO/VISUAL NEEDS: N/A



Washington County, Maryland

Budget Adjustment Form

Form | Routing

(?)

- Budget Amendment
- Budget Transfer

Fiscal Year

BOCC Approval Date (if known)

Deputy Director - Finance *Zane Garrett* signed by Garrett, Zane M. 5/21/2026, 9:02:39 AM

Preparer, if applicable *Andrew Eshleman* signed by Eshleman, Andrew 5/19/2026, 9:36:44 AM

Department Head Authorization Sign

Division Director / Elected Official Authorization Sign

Budget & Finance Director Approval Sign

County Administrator Approval Sign

County Commissioners Approval Sign

Expenditure / Account Number	Fund Number	Department Number	Project/ Grant Number	Activity Code	Department and Account Description	Increase (Decrease) +/-	
599999	30	11900	BLD100	CNST	Facility Roof Repairs	-125,000	×
498710	30	11900	BLD100	0000	Facility Roof Repairs - Capital Transfer - General	-125,000	×
599999	30	11900	REC048	CNST	MLK Gymnasium Upgrade	125,000	×
498710	30	11900	REC048	0000	MLK Gymnasium Upgrade - Capital Transfer - General	125,000	×

[Add another row](#)

Explain Budget Adjustment

The MLK Gymnasium Upgrade includes building scope of work items, such as roof replacement, that were originally budgeted in the BLD100 CIP Account. Due to project-related impacts associated with the Gymnasium improvements, including construction of the elevator shaft and the existing condition of the roof, combining the work into a single project provides construction and cost efficiencies.

PUR-1787 Martin Luther King Jr. Community Center Renovation

Line #	Description	QTY	UOM	Trison Construction Inc Baltimore, MD		Callas Contractors, LLC Hagerstown, MD	
				Total Price	\$2,800,945.00	Total Price	\$3,173,073.00
				Unit	Extended	Unit	Extended
1	BASE BID	1	EA	\$2,564,369.00	\$2,564,369.00	\$2,877,000.00	\$2,877,000.00
2	ALTERNATES: ADD/Deduct Alternate No. 1 REMOVE EXISTING AREA WELL AND GUARDRAIL - Provide in accordance with Section 012300 - Alternates.	1	EA	\$23,010.00	\$23,010.00	\$22,050.00	\$22,050.00
3	ALTERNATES:ADD/Deduct Alternate No. 2: REPAIR AND/OR REPLACE DAMAGED GLASS BLOCKS IN KIND – Provide in accordance with Section 012300 - Alternates.	1	EA	\$1,170.00	\$1,170.00	\$45,103.00	\$45,103.00
4	ALTERNATES:ADD/Deduct Alternate No. 3: REPLACE GLASS BLOCK WINDOWS WITH NEW STOREFRONT WINDOWS – Provide in accordance with Section 012300 - Alternates.	1	EA	\$10,296.00	\$10,296.00	\$26,850.00	\$26,850.00
5	TOTAL ALLOWANCES: In accordance with Section 012100 – Allowances, include the following allowances in the Base Bid.			\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
6	UNIT PRICE SCHEDULE:In accordance with Section 012400 – Unit Price No. 1 – Trench Excavation Onsite	1	Cu YD.	\$50.00	\$50.00	\$80.00	\$80.00
7	Unit Price No. 2 -Bulk Rock Excavation @	1	Cu YD.	\$400.00	\$400.00	\$290.00	\$290.00
8	Unit Price No. 3 -Duplex Receptacle @	1	EA	\$150.00	\$150.00	\$150.00	\$150.00
9	Unit Price No. 4 -Exit Sign	1	EA	\$300.00	\$300.00	\$240.00	\$240.00
10	Unit Price No. 5 -Fire Alarm Horn or Speaker/Strobe Unit @	1	EA	\$500.00	\$500.00	\$540.00	\$540.00
11	Unit Price No. 6 -Fire Alarm Pull Station	1	EA	\$400.00	\$400.00	\$490.00	\$490.00
12	Unit Price No. 7 - Occupancy Sensor	1	EA	\$300.00	\$300.00	\$280.00	\$280.00

PUR-1787 Martin Luther King Jr. Community Center Renovation

Line #	Description	QTY	UOM	Atlantida Builders Inc. Gaithersburg, MD		United Entrprises Greencastle, PA	
				Total Price	\$3,208,866.51	Total Price	\$3,260,218.00
				Unit	Extended	Unit	Extended
1	BASE BID	1	EA	\$2,959,091.51	\$2,959,091.51	\$2,953,779.00	\$2,953,779.00
2	ALTERNATES: ADD/Deduct Alternate No. 1 REMOVE EXISTING AREA WELL AND GUARDRAIL - Provide in accordance with Section 012300 - Alternates.	1	EA	\$15,000.00	\$15,000.00	\$19,836.00	\$19,836.00
3	ALTERNATES:ADD/Deduct Alternate No. 2: REPAIR AND/OR REPLACE DAMAGED GLASS BLOCKS IN KIND – Provide in accordance with Section 012300 - Alternates.	1	EA	\$19,350.00	\$19,350.00	\$44,379.00	\$44,379.00
4	ALTERNATES:ADD/Deduct Alternate No. 3: REPLACE GLASS BLOCK WINDOWS WITH NEW STOREFRONT WINDOWS – Provide in accordance with Section 012300 - Alternates.	1	EA	\$6,500.00	\$6,500.00	\$39,939.00	\$39,939.00
5	TOTAL ALLOWANCES: In accordance with Section 012100 – Allowances, include the following allowances in the Base Bid.			\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
6	UNIT PRICE SCHEDULE:In accordance with Section 012400 – Unit Price No. 1 – Trench Excavation Onsite	1	Cu YD.	\$175.00	\$175.00	\$350.00	\$350.00
7	Unit Price No. 2 -Bulk Rock Excavation @	1	Cu YD.	\$275.00	\$275.00	\$300.00	\$300.00
8	Unit Price No. 3 -Duplex Receptacle @	1	EA	\$225.00	\$225.00	\$140.00	\$140.00
9	Unit Price No. 4 -Exit Sign	1	EA	\$450.00	\$450.00	\$230.00	\$230.00
10	Unit Price No. 5 -Fire Alarm Horn or Speaker/Strobe Unit @	1	EA	\$3,500.00	\$3,500.00	\$520.00	\$520.00
11	Unit Price No. 6 -Fire Alarm Pull Station	1	EA	\$3,500.00	\$3,500.00	\$470.00	\$470.00
12	Unit Price No. 7 - Occupancy Sensor	1	EA	\$800.00	\$800.00	\$275.00	\$275.00

PUR-1787 Martin Luther King Jr. Community Center Renovation

Line #	Description	QTY	UOM	Janus Contractors, Inc. Greenbelt, MD	
				Total Price	\$4,463,703.00
Line #	Description	QTY	UOM	Unit	Extended
1	BASE BID	1	EA	\$4,245,373.25	\$4,245,373.25
2	ALTERNATES: ADD/Deduct Alternate No. 1 REMOVE EXISTING AREA WELL AND GUARDRAIL - Provide in accordance with Section 012300 - Alternates.	1	EA	\$1,803.75	\$1,803.75
3	ALTERNATES:ADD/Deduct Alternate No. 2: REPAIR AND/OR REPLACE DAMAGED GLASS BLOCKS IN KIND – Provide in accordance with Section 012300 - Alternates.	1	EA	\$9,000.00	\$9,000.00
4	ALTERNATES:ADD/Deduct Alternate No. 3: REPLACE GLASS BLOCK WINDOWS WITH NEW STOREFRONT WINDOWS – Provide in accordance with Section 012300 - Alternates.	1	EA	\$5,450.00	\$5,450.00
5	TOTAL ALLOWANCES: In accordance with Section 012100 – Allowances, include the following allowances in the Base Bid.			\$200,000.00	\$200,000.00
6	UNIT PRICE SCHEDULE:In accordance with Section 012400 – Unit Price No. 1 – Trench Excavation Onsite	1	Cu YD.	\$8.50	\$8.50
7	Unit Price No. 2 -Bulk Rock Excavation @	1	Cu YD.	\$150.00	\$150.00
8	Unit Price No. 3 -Duplex Receptacle @	1	EA	\$197.50	\$197.50
9	Unit Price No. 4 -Exit Sign	1	EA	\$462.00	\$462.00
10	Unit Price No. 5 -Fire Alarm Horn or Speaker/Strobe Unit @	1	EA	\$485.00	\$485.00
11	Unit Price No. 6 -Fire Alarm Pull Station	1	EA	\$427.00	\$427.00
12	Unit Price No. 7 - Occupancy Sensor	1	EA	\$346.00	\$346.00

Remarks/Exceptions:

Janus Contractors, Inc. -
Item #1 The Base bid excludes any new fire sprinkler fire pump and dual check valves.



Open Session Item

SUBJECT: FY 2027 Program Open Space Annual Program

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Andrew Eshleman, Director of Public Works

RECOMMENDED MOTION: Move to approve the Annual FY 2027 Program Open Space (POS) project list as presented and recommended by the Washington County Recreation and Parks Advisory Board.

REPORT-IN-BRIEF: As per POS guidelines, each year the Board of County Commissioners is required to adopt the annual POS Program.

DISCUSSION: The various municipalities, Board of Education, Hagerstown Community College as well as the County submit projects for consideration for inclusion in the annual POS Program. Based upon anticipated available funds a program is developed giving consideration to County parks and recreation priorities, community benefit, and the priority ranking of the project sponsor. The Recreation and Parks Advisory Board voted at its 5/7 meeting to recommend the proposed schedule to the Board of County Commissioners for adoption. After adoption by the Board of County Commissioners, notification is provided to the sponsors as to which projects have been included in the program along with approval letters. This then allows the sponsors to apply for funding to Maryland Department of Natural Resources after July 1.

FISCAL IMPACT: Washington County will receive \$1,077,378 in FY27 Program Open Space Funds. Since Washington County has met its local acquisition goal in the current approved Land Preservation, Parks, and Recreation Plan 100% of the FY27 apportionment can be used for acquisition or park development projects. Parkland acquisition projects are eligible for 100% POS reimbursement, while development projects require a minimum 10% local funding match. All FY27 funding requests are development projects.

All FY27 project sponsor funding requests were met, including recent cost adjustments associated with anticipated asphalt price increases.

CONCURRENCES: Washington County Recreation and Parks Advisory Board

ALTERNATIVES: Adopt different projects than those recommended by the Washington County Recreation and Parks Advisory Board.

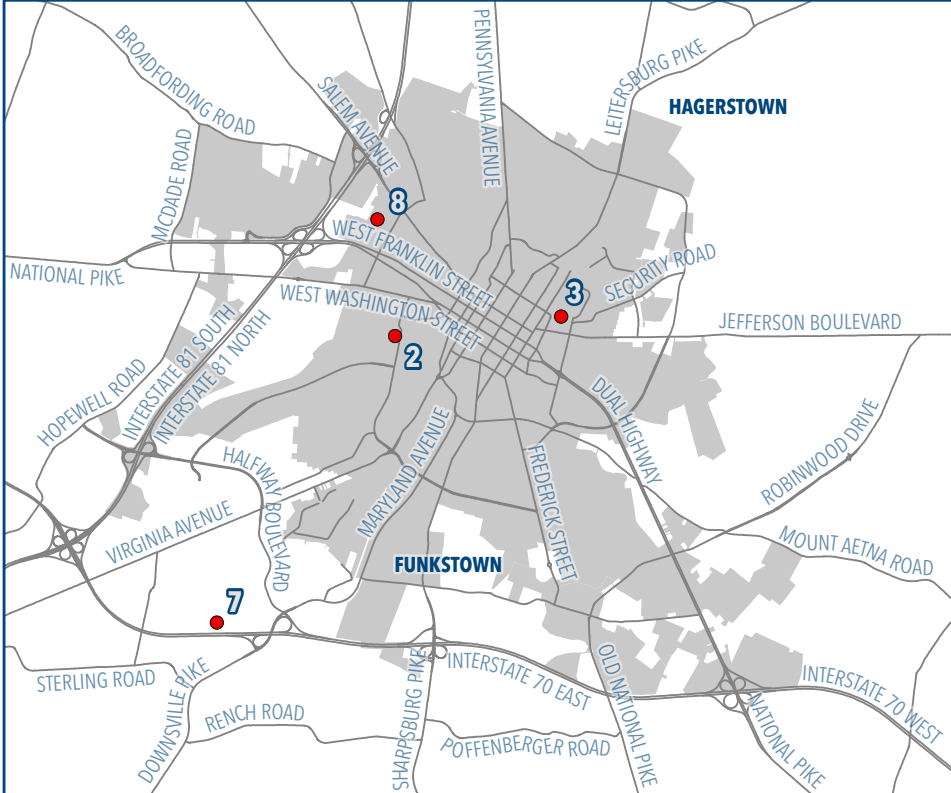
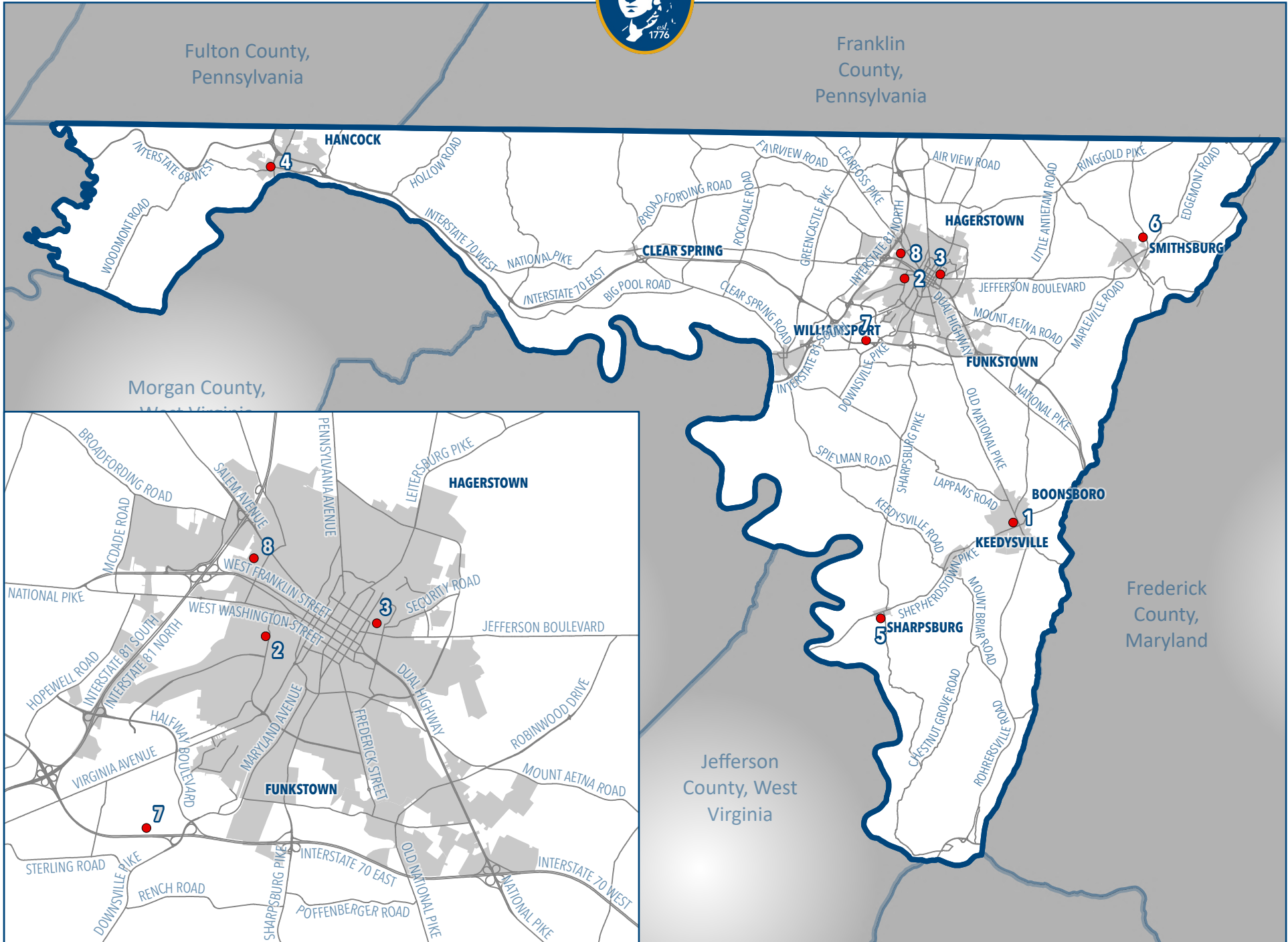
ATTACHMENTS: FY27 Annual POS Program and Overview Map.

AUDIO/VISUAL NEEDS:

WASHINGTON COUNTY
FY 2027 POS PROGRAM SCHEDULE
PROPOSED FOR ADOPTION BY BOCC

SPONSOR	PROJECT	TOTAL PROJECT COST	LOCAL SHARE POS FUNDS	LOCAL POS SHARE %	POS FUNDS	APPLICANT'S PRIORITY	PROJECT AND MAP NUMBER	PERCENT OF FUNDS	NOTES
BOONSBORO	Shafer Park - Dog Park	\$ 69,984.00	\$ 7,000.00	10.0%	\$ 62,984.00		1	5.8%	Installs a permanent 21,000 sf dog park with two sides for large and small dogs
HAGERSTOWN	Ridge Avenue - Playground Equipment	\$ 150,000.00	\$ 15,000.00	10.0%	\$ 135,000.00	1	2	15.9%	Replaces outdated playground equipment in a small south end community park; Install shadestructure at skatepark to provide additional cover.
	Fairgrounds Park - Skatepark Shadestructure	\$ 40,000.00	\$ 4,000.00	10.0%	\$ 36,000.00	2	3		
HANCOCK	Widmeyer Park - Parking Lot Improvements	\$ 153,000.00	\$ 15,300.00	10.0%	\$ 137,700.00		4	12.8%	Milling and asphalt resurfacing of the 96 parking space lot serving the main pavilion and splash pad
SHARPSBURG	Sharpsburg Community Park - Parking Expansion	\$ 71,500.00	\$ 7,150.00	10.0%	\$ 64,350.00		5	6.0%	Rehabilitating and resurfacing the asphalt parking lot including expansion for improved park ADA accessibility and facilities
SMITHSBURG	Lions Park - Playground Replacement	\$ 135,000.00	\$ 13,500.00	10.0%	\$ 121,500.00		6	11.3%	Replacement of portions of the outdated playground equipment within the park.
WASHINGTON COUNTY	Marty Snook Park - Multimodal Trail and Parking	\$ 1,550,000.00	\$ 400,000.00	25.8%	\$ 419,844.00		7	39.0%	Create a looped bike/pedestrian pathway within the park and additional on-street parking. Also applied for a State Greenspace Equity Grant.
WCPS	Salem Avenue - Hardcourt Play Court	\$ 111,111.11	\$ 11,111.11	10.0%	\$ 100,000.00		8	9.3%	Create an 84' long x 50' - fenced 6 basketball hoop hardcourt accessible to the public.
TOTAL		\$ 2,280,595.11	\$ 473,061.11		\$ 1,077,378.00			100%	

Total POS Program FY27 Allocation	\$ 1,077,378
POS Project Total	\$ 1,077,378.00
Difference	\$ -





#1 - SHAFER PARK - DOG PARK

Project Location: SHAFER PARK
Project Sponsor: BOONSBORO
Fiscal Year: 2027

-  Municipalities
-  Program Open Space Project Location





#2 - RIDGE AVENUE - PLAYGROUND EQUIPMENT

Project Location: RIDGE AVENUE PARK
Project Sponsor: HAGERSTOWN
Fiscal Year: 2027

-  Municipalities
-  Program Open Space Project Location





#3 - FAIRGROUNDS PARK - SKATE PARK SHADE STRUCTURE

Project Location: HAGERSTOWN FAIRGROUNDS
Project Sponsor: HAGERSTOWN
Fiscal Year: 2027

-  Municipalities
-  Program Open Space Project Location





#4 - WIDMEYER PARK - PARKING LOT IMPROVEMENTS

Project Location: WIDMEYER PARK
Project Sponsor: HANCOCK
Fiscal Year: 2027

-  Municipalities
-  Board of Education Properties
-  Program Open Space Project Location





#5 - SHARPSBURG COMMUNITY PARK - PARKING EXPANSION

Project Location: SHARPSBURG COMMUNITY PARK
Project Sponsor: SHARPSBURG
Fiscal Year: 2027

-  Municipalities
-  Program Open Space Project Location





#6 - LIONS PARK - PLAYGROUND REPLACEMENT

Project Location: LIONS PARK
Project Sponsor: SMITHSBURG
Fiscal Year: 2027

 Program Open Space Project Location





#7 - MARTY SNOOK PARK - MULTIMODAL TRAIL AND PARKING

Project Location: MARTY SNOOK PARK
 Project Sponsor: WASHINGTON COUNTY
 Fiscal Year: 2027

-  Municipalities
-  Board of Education Properties
-  Program Open Space Project Location





#8 - SALEM AVENUE ELEMENTARY SCHOOL - HARDCOURT PLAY COURT

Project Location: SALEM AVENUE ELEMENTARY
Project Sponsor: WASHINGTON COUNTY PUBLIC SCHOOLS
Fiscal Year: 2027

-  Municipalities
-  Board of Education Properties
-  Program Open Space Project Location





Open Session Item

SUBJECT: 2026-2027 Property and Casualty Insurance Renewal

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Tracy McCammon, Risk Management Coordinator, Chip Rose, Director of Human Resources and Patrick Buck, CBIZ Insurance Services

RECOMMENDED MOTION: Move to renew the property and liability policies with Travelers Insurance Company and the drone and airport liability policies with AIG.

REPORT-IN-BRIEF: Renewal quotes from insurance carriers are reflected in the attached premium comparison spreadsheet. The total renewal is a 5.8% increase in premium compared to last year's actuals.

DISCUSSION: Overall, we had a very favorable insurance renewal. As reflected in the premium comparison, several premiums either decreased slightly or remained unchanged. There are two items that I would like to highlight from the premium comparison. First, we were able to get Travelers to agree to increase our coverage limit for cyber to \$2M and decrease the deductible to \$25,000. Second, there is an increase in our auto line premiums, both liability and physical damage. This increase is mainly due to our loss ratio and the number of transit bus accidents that we've had over the past year. Unfortunately, Travelers has increased the deductible applicable to transit buses for the upcoming policy term. Effective July 1st, the deductible will increase from the current \$5,000 to \$10,000. The HR Department has been working with the Transit Department on a plan to help mitigate some of these claims.

FISCAL IMPACT: There is a 5.8% increase in premiums, however, we are within the 10% that was budgeted for the fiscal year.

CONCURRENCES: Michelle Gordon, County Administrator

ALTERNATIVES: Complete a market bid which would cause a lapse in insurance coverage

ATTACHMENTS: Premium comparison

AUDIO/VISUAL NEEDS: None

Line of Coverage	FY2026	FY2027	\$Change	% Change
Travelers				
*Pkg – Auto Liability (Incl. Buses)	\$596,888	\$652,319	\$55,431	9.3%
*Pkg - Auto PD (Incl. Buses)	\$136,501	\$150,465	\$13,964	10.2%
Pkg - Property	\$314,519	\$321,066	\$6,547	2.1%
Pkg - Inland Marine	\$19,872	\$18,454	(\$1,418)	-7.1%
Pkg - Boiler & Machinery	\$22,453	\$22,918	\$465	2.1%
Pkg – GL, Liquor, Products, EBL	\$168,870	\$173,193	\$4,323	2.6%
Pkg – Law (Incl. Dispatch E&O)	\$300,750	\$304,928	\$4,178	1.4%
Pkg - Excess Liability	\$107,969	\$121,972	\$14,003	13.0%
Pkg – Management Liability	\$34,964	\$34,414	(\$550)	-1.6%
Pkg – Employment Practice Liability (EPL)	\$79,380	\$83,446	\$4,066	5.1%
Pkg - Professional Liability (PSTC)	\$4,495	\$4,495	\$0	0.0%
Pkg – Crime	\$6,387	\$6,234	(\$153)	-2.4%
**Pkg - Cyber	\$92,571	\$102,784	\$10,213	11.0%
Sub Total – Travelers	\$1,885,619	\$1,996,688	\$111,069	5.9%
Other July 1 Renewal Policies				
Airport Liability (AIG)	\$21,198	\$21,198	\$0	0.0%
Drone IM & Liability (AIG)	\$9,925	\$9,500	(\$425)	-4.3%
Sub Total – Other July 1 Renewal Policies	\$31,123	\$30,698	(\$425)	-1.4%
Grand Total – July 1 Renewal Policies	\$1,916,742	\$2,027,386	\$110,644	5.8%

**Increased deductible for transit buses to \$10k*

***Increased policy limit to \$2M & decreased deductible to \$25k*



Open Session Item

SUBJECT: Agriculture – June is National Dairy Month

PRESENTATION DATE: Tuesday, June 9, 2026

PRESENTATION BY: Danielle Weaver, Director, Public Relations and Marketing and Kelsey Keadle, Agricultural Business Specialist, Business and Economic Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: National Dairy Month is celebrated every June. As one of Maryland's largest agricultural commodities, milk and dairy products account for nearly \$185 million in farm receipts. (2023 data from USDA Economic Research Service) National Dairy month celebrates the value of milk and dairy products as part of a well-balanced diet for every American as well as the importance of milk production to the agricultural industry. All Washington County residents are encouraged to support our 92 county dairy farms and farmers whose labor brings us milk, ice cream, yogurt, cheese and many other nutritious foods. Especially Ice Cream!

DISCUSSION: Washington County is excited to launch the sixth annual Washington County Ice Cream Trail. The Ice Cream Trail includes sixteen locally owned and operated businesses. By participating in the Ice Cream Trail, you are supporting local businesses and local dairy farms. By supporting small businesses and agriculture, you're also supporting the growth and economy of Washington County. As of June 2, 2026, the Ice Cream Trail map will be available in all sixteen local participating ice cream establishments and can be downloaded from the Washington County website. Once you have visited the sixteen Ice Cream Trail establishments and your map has been stamped by each location, submit the map to the Washington County Public Relations and Marketing Department at <https://www.washco-md.net/icecreamtrail> or by mail. All participants who complete the trail and submit the completed map will receive a Ice Cream Trail t-shirt.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Ice Cream Trail Map print out.

AUDIO/VISUAL NEEDS: N/A

96 ROYAL BEANS & CREAM



96 W. Washington St.
Hagerstown, MD

BUDDY LOU'S



11 East Main St.
Hancock, MD

COW'S CONES



21614B National Pike
Boonsboro, MD

COW-LA-FREEZE



10401 White Hall Rd.
Hagerstown, MD

MOUNTAIN TOP ICE CREAM SHOP



24949 Lake Wastler Dr.
Cascade, MD

MISTY MEADOW FARM CREAMERY



14325 Misty Meadow Rd.
Smithsburg, MD

MAUGANSVILLE CREAMERY



13803 Maugansville Rd.
Maugansville, MD

DEBBIE'S COFFEE AND SOFT SERVE



22309 Old Georgetown Rd
Smithsburg, MD

DELITEFUL DAIRY



16230 Long Delite Lane
Williamsport, MD

NUTTER'S ICE CREAM



100 East Main St.
Sharpsburg, MD

POTOMAC STREET CREAMERY



9 Potomac Street
Boonsboro, MD

PURPLE COW CREAMERY



520 Northern Ave
Hagerstown, MD

RUTH'S MARKET



28 N. Conococheague St.
Williamsport, MD

SCOOP-A-LICIOUS & MORE



16904 Virginia Ave.
Williamsport, MD

ICE CREAM TRAIL



EST. 1976
WASHINGTON COUNTY, MD

25 EST. 1776



WASHINGTON COUNTY, MD

THE BIG DIPPER



1033 Virginia Ave.
Hagerstown, MD

SWEETSIES' EATS & TREATS



14911 National Pike
Clear Spring, MD



Welcome to the 2026 Washington County Ice Cream Trail! June 2 - September 22, 2026

Get ready for a sweet summer adventure right here in Washington County, Maryland! The Ice Cream Trail is back, inviting you to explore the best local ice cream spots across our beautiful county and to explore our local history during this year's 250th Anniversary of America and Washington County!

From June 2 to September 22, 2026, this self-guided trail gives you the chance to savor unique flavors, support our local ice cream shops, and enjoy the warm weather. Whether you're a lifelong local or visiting for the summer, there's no better way to celebrate the season than with a scoop (or two!) from Washington County's finest creameries.

Complete the trail by September 22 and earn a FREE commemorative t-shirt! **Please note, t-shirts will be mailed in the Fall once the trail has ended in September. To stay up-to-date and to see notices about the trail, please follow Washington County Government on social media.**

How to join the fun:

1. Download the Ice Cream Trail map (or obtain a map at any location on the trail).
2. Visit each of the listed ice cream shops and enjoy a sweet treat.
3. Get your Ice Cream Trail passport stamped at each location.
4. Submit your completed map via online form or mail.

Hours of operation for the businesses may change. We suggest calling before you go.

96 Royal Beans & Cream
96 W. Washington St., Hagerstown, MD 21740
Mon-Sat 7AM-3PM
Cash or Card | 240-350-2325

Buddy Lou's
11 East Main Street, Hancock, MD 21750
Thurs-Mon 11AM-8PM, Tues & Wed Closed
Cash or Card | 301-678-6460

Cow's Cones
21614B National Pike, Boonsboro, MD 21713
6/7-8/22 12-9PM Daily, 8/23-9/28 M-F 4-8PM, Sat & Sun 2-8PM
Cash or Card | 240-285-2846

Cow-La-Freeze
10401 White Hall Rd., Hagerstown, MD 21740
Fri-Sun 5-8PM
301-964-0123 | Cash or Card

Deliteful Dairy
16230 Long Delite Lane, Williamsport, MD 21795
Mon-Thurs 10AM-6PM, Fri-Sat 10AM-8PM, Sun 12-6PM
Card or Cash | 301-223-0032

Debbie's Coffee and Soft Serve
22309 Old Georgetown Rd., Smithsburg, MD 21783
7AM-10PM Daily
Cash or Card | 301-824-4051

Maugansville Creamery
13803 Maugansville Rd., Maugansville, MD 21767
12PM-9PM Daily
Cash or Card | 301-393-5324

Misty Meadow Farm Creamery
14325 Misty Meadow Rd., Smithsburg, MD 21783
Please call for hours | Card or Cash
301-824-2112

Mountain Top Ice Cream Shop
24949 Lake Wastler Dr., Highfield-Cascade, MD 21719
Wed-Thurs 4-7PM, Fri 4-8PM, Sat 12-7PM, Sun 12-6PM
Card or Cash 301-241-2231

Nutter's Ice Cream
100 East Main St., Sharpsburg, MD 21782
2PM-8PM Daily | CASH ONLY
301-432-5809

Potomac Street Creamery
9 Potomac St., Boonsboro, MD 21713
12PM-9PM Daily | Card or Cash
301-432-5242

Purple Cow Creamery at Free Range Cafe
520 Northern Ave, Hagerstown, MD 21742
Sat & Sun 8AM-9PM, Mon-Fri 7:30AM-9PM
Cash or Card 301-824-4051

Ruth's Market
28 N. Conococheague St., Williamsport, MD 21795
Sun 11AM-3PM, Mon Closed, Tues-Wed 10AM-4PM
Thurs - Sat 10AM-6PM | Card or Cash
240-985-8960

Scoop-A-Licious & More
16904 Virginia Ave., Williamsport, MD 21795
Mon-Fri 2-9PM, Sat&Sun 1-9PM
Card or Cash | 301-223-8800

Sweetsies' Eats & Treats
14911 National Pike, Clear Spring, MD 21722
11AM-10PM Daily | Card or Cash
301-582-1166

The Big Dipper
1033 Virginia Ave., Hagerstown, MD 21740
Sun-Thurs 12PM-10:30PM, Fri-Sat 12PM-11PM
Card or Cash | 301-797-5422

MAIL IN ONLY: Please print neatly. Mail to Public Relations - 100 W. Washington Street, Suite 2600, Hagerstown, MD 21740

Name: _____ Phone Number: _____

Address: _____ Email: _____

T-shirt Size: _____ Favorite Ice Cream Trail Shop: _____



To fill out the online form, visit www.washco-md.net/icecreamtrail or scan the QR Code





Open Session Item

SUBJECT: Washington County Diversity and Inclusion Committee Appointments

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Dawn L. Marcus, County Clerk

RECOMMENDATION: Move to approve the appointments of Thomas Waldron and Mya Shoop to the. to serve a first, full, three-year term from June 1, 2026, through May 31, 2029, on the Diversity and Inclusion Committee.

REPORT-IN-BRIEF: The Diversity and Inclusion Committee consists of seven (7) individual voting members and shall be volunteer, private citizen residents of Washington County, Maryland who have an interest in cultural and community outreach and political and economic empowerment. There are to be two (2) ex-officio, non-voting members with one (1) from the Board of Education, and one (1) from the Board of County Commissioners; these are not term-limited. Terms of the individual voting members shall be three-years. Individual members shall be eligible for reappointment for one consecutive three-year term only, and following the second consecutive three-year term, shall be eligible for reappointment only after an intervening one-year period. Individual voting members filling a partial term vacancy shall complete the partial term and shall then be eligible for reappointment for two additional consecutive three-year terms.

DISCUSSION: N/A

FISCAL IMPACT: This is not a paid board.

CONCURRENCES: Diversity & Inclusion members.

ATTACHMENTS: N/A



Open Session Item

SUBJECT: Washington County Veterans Advisory Committee Re-Appointment

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Dawn L. Marcus, County Clerk

RECOMMENDATION: Move to accept the recommendation to re-appoint Aaron Palmer to serve a second, three-year term from November 1, 2025, through October 31, 2028, as a Veteran Representative.

REPORT-IN-BRIEF: The Veterans Advisory Committee shall assist the Board of County Commissioners in identifying the needs of its veteran community and provide the Commissioners with recommendations for increased services and resources.

The Committee shall be comprised of seven (7) individual voting members as appointed by the Commissioners, and one (1) non-voting, ex-officio member. All members shall be registered voters of Washington County. At least four (4) members shall have been separated from a United States military service under honorable conditions. No more than three (3) members may be non-veterans, who represent a variety of organization that provide services to veterans. Terms of the individual members shall be three (3) years. Members of the Committee shall be eligible for reappointment for one (1) consecutive term only.

DISCUSSION: N/A

FISCAL IMPACT: This is not a paid board.

CONCURRENCE: The Veteran's Advisory Board members

ATTACHMENTS: N/A



Open Session Item

SUBJECT: Sheriff's Office: First Amendment to MOU between WCPS , Sheriff's Office and Board of County Commissioners

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Zachary Kieffer, County Attorney

RECOMMENDED MOTION: To approve the First Amendment to School Resource Officer MOU between Board of Education, Sheriff's Office and Board of County Commissioners.

REPORT-IN-BRIEF: School Resource Officer MOU governs the terms and conditions under which the Washington County Sheriff's Office renders special law enforcement services for public schools within the jurisdiction of the Sheriff's Office.

DISCUSSION: The School Resource Officer MOU provides for the assignment of full time School Resource Officers (SROs) to the Board of Education for placement at the Board of Education central office, Boonsboro, Clear Spring, Smithsburg and Williamsport school complexes. The School Resource Officer MOU, dated July 1, 2025, was executed by the parties and includes "Attachment II" establishing the yearly cost of each SRO's salary and benefits to be paid by the Board of Education. The MOU requires Attachment II, to be amended annually. The purpose of this First Amendment is to amend Attachment II.

FISCAL IMPACT: Board of Education will make quarterly payments equal to 25% of the yearly cost of each SRO's salary and benefits. Total FY27 Budget amount of \$905,634.56 for SROs at 4 school complexes and 1 supervisor.

CONCURRENCES: Board of Education and Sheriff's Office.

ALTERNATIVES: N/A

ATTACHMENTS: Draft of First Amendment to SRO MOU

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: FY27 General Fund Budget Adjustment

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Kelcee Mace, Chief Financial Officer

RECOMMENDED MOTION: Motion to approve budget adjustment as presented.

REPORT-IN-BRIEF: Staff is requesting an adjustment to the Board of Education's (BOE) FY27 budget based on the final State Aid calculations issued by Maryland State Department of Education (MSDE).

DISCUSSION: On May 19, 2026, MSDE released their final State Aid calculations for FY2027, which included some revisions from their preliminary calculations. Based on the revisions, the amount budgeted for direct allocation to the BOE increased \$86,580, from \$125,255,180 to \$125,311,760 and the amount required for private pre-k decreased \$9,970, from \$499,920 to \$489,950. The net effect on the BOE budget is an increase of \$76,610, which will be offset by decreasing the amount budgeted for capital reserves.

It is staff's request that this change be made to the original adopted budget for FY27 since the fiscal year has not started and budget documents have not yet been published.

FISCAL IMPACT: Budget Neutral, General Fund total for FY27 remains \$355,7581,800

CONCURRENCES: Michelle Gordon, County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: FY27 Community Organization Updated Funding Recommendations

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: Maria Kramer, Director, Office of Grant Management

RECOMMENDED MOTION(S): No motion required.

REPORT-IN-BRIEF: In March of 2026, the Office of Grant Management (OGM) came before the board to present the FY 27 Community Organization Funding (COF) Committee Recommendations. A total of \$1,300,000 was recommended to be disbursed to 52 community organizations.

DISCUSSION: Prior to the beginning of the FY27 fund distributions in July, one of the organizations contacted the OGM and asked for their submission to be pulled. The organization was recommended for a \$20,000 award. In May, the COF committee agreed on the reallocation of those funds to other organizations who had applied in the FY27 funding cycle. The \$20,000 was used to fully fund seven of the smaller asks and the remaining amount was allocated to another organization. The breakdown of the reallocated funding is as follows:

Organization	Original Ask	Original Award	Delta	New Award
Maugansville VFD	3,340	1,500	1,840	3,340
St. John's	12,000	10,000	2,000	12,000
C & O Canal Trust	7,860	6,640	1,220	7,860
Humane Society	10,420	8,000	2,420	10,420
Potomac Center	5,000	3,440	1,560	5,000
Ft. Ritchie Comm Center	14,800	12,000	2,800	14,800
Tru North	10,000	7,680	2,320	10,000
Hospice	112,500	75,000	5,840	80,840

FISCAL IMPACT: An expenditure of \$1,300,000 from the FY27 general fund budget.

CONCURRENCES: Community Organization Funding Committee

ALTERNATIVES: The recommendations are subject to acceptance or amendment by the Board of County Commissioners.

ATTACHMENTS: FY27 Updated Community Organization Funding Recommendations Document.

AUDIO/VISUAL TO BE USED: N/A

FY27 COF COMMITTEE RECOMMENDATIONS FOR FUNDING

* Recommendations are made according to the Service Priority Area(SPA) allocations set by the Board of County Commissioners in their meeting on November 18, 2025. Up to 20% of available funding may be moved between SPAs if needed.

* Each COF Committee member independently reviewed each application and scored according to the Criteria approved by the BOCC. Then the members met as a group for an all-day workshop to agree on funding recommendations.

* We received nearly \$3.1M in requests and had \$1.3M available (approximately 64%), so the COF Committee generally tried to allocate about 60% to each organization. Allocations were adjusted according to numerous factors, including: Complete application, Statement of Need, Past performance, Organizational capacity, Program plan, Community collaboration, and Budgetary plan.

\$1,300,000.00

SPA	ORGANIZATION	PROJECT NAME	REQUEST	RECOMMENDED
A/C	Camp Richie Museum, Inc	Ritchie Museum Research Center	\$ 35,000.00	\$ 10,000.00
A/C	Doleman Black Heritage Museum, Inc.	Operational expenses	\$ 40,000.00	\$ 5,000.00
A/C	Douglas G. Bast Museum of History and Preservation, Inc	Create an assembly hall inside the Boonsboro Museum of History	\$ 45,775.00	\$ 16,000.00
A/C	Friends of the Washington County Rural Heritage Museum	WCPS Partnership for Educational Development and Museum Visitor	\$ 49,800.00	\$ 11,520.00
A/C	Maryland Symphony Orchestra A	Washington County Community Arts and Enrichment	\$ 51,901.00	\$ 28,000.00
A/C	Maryland Symphony Orchestra B	Music Education Collaboration with WCPS	\$ 48,881.00	\$ 20,000.00
A/C	Maryland Theatre Association	Seating and Furniture Refresh Project	\$ 25,202.00	\$ 5,000.00
A/C	Washington County Arts Council, Inc	Gallery Exhibition and Artist Support program	\$ 20,000.00	\$ 12,000.00
A/C	Washington County Historical Society	Operations	\$ 25,000.00	\$ 10,000.00
Arts & Culture Total			\$ 341,559.00	\$ 117,520.00
DV	CASA Inc	Comprehensive DV Services Program	\$ 386,000.00	\$ 284,880.00
DV	Religious Effort to Assist and Care for the Homeless, Inc(B)	Cold Weather Shelter	\$ 60,000.00	\$ 50,000.00
Domestic Violence Program Total			\$ 446,000.00	\$ 334,880.00
F/C	American Red Cross	Disaster preparedness	\$ 25,000.00	\$ 10,000.00
F/C	America's Hauling for Hope	Hope Grocery box Program	\$ 17,301.50	\$ 5,000.00
F/C	Big Brothers Big Sisters of Washington County	Salary and fringe for Little Leadership academy facilitators	\$ 11,621.00	\$ 4,000.00
F/C	Boonsboro Ambulance and Rescue Services	Improve / upgrade the main ambulance station	\$ 250,000.00	\$ -
F/C	Boys and Girls Club of Washington County	Targeted Afterschool academic remediation	\$ 30,000.00	\$ 15,000.00
F/C	Broadfording Bible Brethern Church GVCBSB	HOPE Helping Overcome Problems in Education	\$ 40,000.00	\$ -
F/C	Brooke's House	Expand behavioral health care programming	\$ 20,000.00	\$ 10,000.00
F/C	Brooklane Inc.	Laurel Hall School therepudic recreation center	\$ 50,000.00	\$ 25,000.00
F/C	CASA Inc (B)	Comprehensive Sexual assault svcs	\$ 25,000.00	\$ 15,000.00
F/C	CASA of Western Maryland	Part time marketing contractor	\$ 19,500.00	\$ -
F/C	Children in Need, Inc	Operating cost and additional office space	\$ 36,000.00	\$ 25,000.00
F/C	Children's Village of Washington County, Inc	Repairs to mini firetruck	\$ 1,800.00	\$ 1,800.00
F/C	Community Free Clinic A	Community Mental Health Program	\$ 60,085.00	\$ 30,000.00
F/C	Community Free Clinic B	Operation of primary care service	\$ 82,064.00	\$ 30,000.00
F/C	Congregation B'nai Abraham	Protection of sacred texts	\$ 12,250.00	\$ 5,000.00
F/C	Education Foundation of WCPS	Dolly Parton Imagination Library	\$ 20,000.00	\$ 10,000.00
F/C	Community VFC of District 12	Tablets, software and support	\$ 36,470.00	\$ 10,000.00
F/C	Family Healthcare of Hagerstown	Healthy Smiles in motion dental program	\$ 25,000.00	\$ 20,000.00
F/C	First Hose Company of Boonsboro	Emergency Power and Shelter Readiness	\$ 84,017.85	\$ 10,000.00
F/C	Fort Richie Community Center	Kids Club	\$ 14,800.00	\$ 14,800.00
F/C	Girls Incorporated of Washington County	K.I.D.S - Kids integrating Developing, Succeeding	\$ 22,500.00	\$ 15,000.00
F/C	Good News Hagerstown inc	Downtown Green Families Initiative	\$ 35,000.00	\$ -
F/C	Horizon Goodwill Industries	family and youth housing navigator	\$ 40,560.00	\$ 20,000.00
F/C	Hospice of Washington County	family berievement support	\$ 112,500.00	\$ 80,840.00
F/C	Ladders to Leaders, LTD	L2L Support	\$ 19,200.00	\$ 4,000.00

F/C	Maryland Food Bank	Neighbors Helping Neighbors	\$ 20,000.00	\$ -
F/C	Maugansville Goodwill VFD	Safety Equipment	\$ 3,340.00	\$ 3,340.00
F/C	Mt. Atena VFD	P25 Digital Communications Upgrade	\$ 61,204.08	\$ 10,000.00
F/C	Pittsburgh Institute of Aeronautics	Hagerstown Campus Safety and training facility improvements	\$ 78,233.00	\$ 25,000.00
F/C	Religious Effort to Assist and Care for the Homeless, Inc(A)	Client Assistance / Crisis intervention	\$ 65,000.00	\$ 47,500.00
F/C	Robert W. Johnson Community Center	Swim Safe, Work Ready, Aquatics Access and Teen Workforce	\$ 50,000.00	\$ 30,000.00
F/C	San Mar Family and Community Services	Community Mental Health Jack E Barr Center for Well-being	\$ 46,000.00	\$ 20,000.00
F/C	St. John's Family Shelter	General Operating Expenses	\$ 12,000.00	\$ 12,000.00
F/C	Star Community	Star Community Connect	\$ 26,000.00	\$ -
F/C	The Salvation Army (A)	Women's and Children's shelter	\$ 100,000.00	\$ 60,000.00
F/C	The Salvation Army (B)	Manna Food Program	\$ 50,000.00	\$ 40,000.00
F/C	The W House of Hagerstown dba Lasting Change Recovery	Kitchen Renovation Project	\$ 225,000.00	\$ -
F/C	TruNorth Company	operations	\$ 10,000.00	\$ 10,000.00
F/C	United Way of Washington County MD, Inc	Program Manager Ride United Network	\$ 18,720.00	\$ 10,000.00
F/C	Washington County Community Action Council, Inc	Family Affordability and Stability program	\$ 100,000.00	\$ 40,000.00
F/C	YMCA of Hagerstown	Early Learning Center	\$ 20,000.00	\$ 10,000.00
Families & Children Total			\$ 1,976,166.43	\$ 678,280.00
R	Alsatia Club Foundation Inc	Mummer's Day Parade	\$ 10,480.00	\$ 10,480.00
R	C&O Canal Trust	Cansl Community Days	\$ 7,876.00	\$ 7,860.00
R	Hagerstown Fairground Softball Association, Inc	Promoting Amature Softball	\$ 12,000.00	\$ 12,000.00
Recreation Total			\$ 30,356.00	\$ 30,340.00
S	Easterseals DC MD VA	Transportation for elderly	\$ 28,750.00	\$ 17,560.00
S	Habitat for Humanity of Washington County	Home Preservation and Community Revitalization	\$ 20,000.00	\$ 10,000.00
S	Meritus Health Foundation	Non-Emergency Medical Transportation	\$ 51,971.00	\$ 28,000.00
S	Senior Living Alternatives, Inc./Holly Place	Nurse	\$ 50,000.00	\$ 30,000.00
S	The Arc of Washington County	Building renovations	\$ 50,000.00	\$ 28,000.00
S	Washington County Commission on Aging	Congregate Nutrition Program	\$ 48,675.00	\$ 10,000.00
Senior Program Total			\$ 249,396.00	\$ 123,560.00
0	Humane Society of Washington County	Canine Kennel Safety and Security Cameras	\$ 10,420.00	\$ 10,420.00
0	Volunteer Association for Potomac Center	Updated Vocational / visitation area	\$ 5,000.00	\$ 5,000.00
Other Total			\$ 15,420.00	\$ 15,420.00
Combined Totals			\$ 3,058,897.43	\$ 1,300,000.00



Open Session Item

SUBJECT: ARC Grant for Fort Ritchie Sewer Project

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: David A. Mason, P. E., Interim Director – Division of Environmental Management

RECOMMENDED MOTION: Motion to apply for and accept awarded funding for the ARC grant application recently submitted to Tri County for FT Ritchie Sewer Infrastructure.

REPORT-IN-BRIEF: The County will be hiring a contractor to replace the existing sewer infrastructure at former Fort Ritchie Base in Cascade. Construction will include the replacement of approximately 3700 feet of sewer pipe, 18 manholes 25 laterals and other incidentals with the project.

The County is applying for the grant in the amount of \$404,910. Total cost of the project is \$809,820, the County has the funding match as required by the grant.

DISCUSSION: The ARC grant application requires ratification from the Board for approval to submit and accept awarded funding because the ARC grant application was submitted to Tri-County Council of Western Maryland on May 29, 2026 in order to meet the grant application deadline.

FISCAL IMPACT: \$404,910 Grant Funding, \$404,910 County match.

CONCURRENCES: CFO, County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: 2026 SAFER Grant Application – Request to Apply and Accept

PRESENTATION DATE: June 9, 2025

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

RECOMMENDATION: Motion to authorize the Division of Emergency Services (DES) to submit a FEMA SAFER Grant application to hire twenty-four (24) firefighters and accept the grant funding, if awarded.

REPORT-IN-BRIEF: Over the previous 5 years, the DES has continued to place additional FT firefighters in multiple fire stations throughout Washington County. While the addition of these firefighters has increased the number of trained and certified firefighters on duty each day, there are still many instances where apparatus and/or departments struggle to get adequate firefighters on apparatus for call responses.

DISCUSSION: By authorizing the DES to hire twenty-four (24) additional firefighters, it will enable DES to continue to strategically place firefighters in additional fire stations throughout Washington County.

FISCAL IMPACT: FY27: \$ 679,042.36 (339,521.18 due to actual hire 1/1/27)
FY28: \$ 679,042.36
FY29: \$1,765,510.13
FY30: \$2,716,169.36 (Full Cost)

CONCURRENCES: R. David Hays, Director, Division of Emergency Services
Michelle Gordon, County Administrator
Kelcee Mace, Chief Financial Officer

ALTERNATIVES: N/A

ATTACHMENTS: NONE



Open Session Item

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PRESENTATION DATE: June 9, 2025

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

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CONCURRENCES: R. David Hays, Director, Division of Emergency Services
Michelle Gordon, County Administrator
Kelcee Mace, Chief Financial Officer

ALTERNATIVES: N/A

ATTACHMENTS: NONE



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

SUBJECT: Statement Regarding Open Meetings Compliance Board Decision issued June 2, 2026

PRESENTATION DATE: June 9, 2026

PRESENTATION BY: John Barr, President, Board of County Commissioners

RECOMMENDED MOTION: None

REPORT-IN-BRIEF: Acknowledgement and announcement of Open Meetings Compliance Board ("OMCB") Decision.

DISCUSSION: In accordance with Section 3-211 of the General Provisions Article of the Maryland Code, at the next open meeting of the BOCC after the OMCB has issued its opinion, a member of the public body shall announce the violation and verbally summarize the opinion.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A