



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

BOARD OF COUNTY COMMISSIONERS

August 25, 2026

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
 CALL TO ORDER, *President John F. Barr*
 APPROVAL OF MINUTES: *July 28, 2026*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:20 AM STAFF COMMENTS
- 9:25 AM 1. FORGET-ME-NOT MONTHS (SEPTEMBER, OCTOBER, NOVEMBER 2026)
 PROCLAMATION
 Board of County Commissioners to Ron Hoffman, Disabled American Veterans Organization
- 9:30 AM 2. PUBLIC HEARING – REQUESTS BY ORGANIZATIONS TO BE ADDED TO
 THE BOARD'S COMMUNITY ORGANIZATION FUNDING LIST ("1-108")
 Zachary Kieffer, County Attorney; Maria Kramer, Director, Grant Management

Convene as the Board of Health

- 10:00 AM 3. TRUE YOU MARYLAND – GIRLS, INC. OF WASHINGTON COUNTY
 Earl Stoner, Health Officer, Washington County Health Department; Danielle Stahl, Deputy Director, Community Health Outreach Prevention & Promotion (CHOPP)
4. SEXUAL RISK AVOIDANCE EDUCATION (SRAE) – GIRLS, INC. OF
 WASHINGTON COUNTY
 Earl Stoner, Health Officer, Washington County Health Department; Danielle Stahl, Deputy Director, Community Health Outreach Prevention & Promotion (CHOPP)

Reconvene as the Washington County Board of County Commissioners

- 10:10 AM 5. DEPARTMENT OF WATER QUALITY 2006 INTERNATIONAL VAC-CON
 David A. Mason, Interim Director, Environmental Management
6. BUDGET TRANSFER FOR THE DEPARTMENT OF SOLID WASTE FOR THE
 VEHICLE/EQUIPMENT REPLACEMENT
 David A. Mason, Interim Director, Environmental Management

- 10:20 AM 7. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-26-0346) –
LEASE FOR ONE (1) NEW 2026 CATERPILLER D7 DOZER
*Brandi Kentner, Director, Procurement; David A. Mason, Interim Director,
Environmental Management*
8. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-26-0345) –
LEASE FOR ONE (1) NEW JOHN DEERE 744 TIER WHEEL LOADER AND
LEASE FOR ONE (1) NEW JOHN DEERE 410P WHEEL LOADER BACKHOE
*Brandi Kentner, Director, Procurement; David Mason, Interim Director,
Environmental Management*
9. SOLE SOURCE PROCUREMENT – (PUR-1843) ONE (1) DRUG ANALYZER
*Brandi Kentner, Director, Procurement; Sheriff Brian Albert, Washington County
Sheriff's Office; Sergeant Clayton Stottlemeyer, Washington County Narcotics Task
Force*
10. SOLE SOURCE PROCUREMENT (PUR- 1844) – ANNUAL MAINTENANCE
AGREEMENT FOR HAMILTON VENTILATORS FOR THE DIVISION OF
EMERGENCY SERVICES (DES)
*Brandi Kentner, Director, Procurement; Eric Jacobs, Operations Manager,
Emergency Services; David Chisholm, Deputy Director – Operations, Emergency
Services*
- 10:40 AM 11. BID AWARD (PUR-1810) REGIONAL PARK TRAIL BRIDGE
Carin Bakner, Buyer, Procurement; Andrew Eshleman, Director, Public Works
- 10:45 AM 12. GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION –
RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM – APROVAL TO
SUBMIT APPLICATION AND ACCEPT FUNDING
*Carsten Ahrens, Senior Grant Manager; Grant Management; Meaghan Willis,
Program Director, Washington County Sheriff's Office*
- 10:50 AM 13. JA HORST & SONS LLC CONSERVATION RESERVE ENHANCEMENT
PROGRAM (CREP) EASEMENT PROPOSAL
Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 10:55 AM 14. STATE HOMELAND SECURITY GRANT PROGRAM – APPROVAL TO
SUBMIT GRANT APPLICATION AND ACCEPT AWARDED FUNDING
*Cody Swope, Emergency Management Specialist, Emergency Management and
Communications; Richard Lesh, Grant Manager, Grant Management*

11:00 AM 15. EMERGENCY MANAGEMENT PERFORMANCE GRANT – APPROVAL TO RATIFY THE SUBMISSION OF THE GRANT APPLICATION AND ACCEPT AWARDED FUNDING
Cody Swope, Emergency Management Specialist, Emergency Management and Communications; Richard Lesh, Grant Manager, Grant Management

11:05 AM 16. PASS-THROUGH FUND AGREEMENT WITH COMMUNITY FOUNDATION OF WASHINGTON COUNTY, MD, INC.
Zachary Kieffer, County Attorney; Alan Matheny, Director, Emergency Management and Communications

17. MASS CARE SHELTER AGREEMENT WITH WASHINGTON COUNTY PUBLIC SCHOOLS
Zachary Kieffer, County Attorney; Alan Matheny, Director, Emergency Management and Communications

18. EQUITABLE SHARING AGREEMENT AND CERTIFICATION
Zachary Kieffer, County Attorney

11:10 AM CLOSED SESSION – *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction. (1) Personnel matters are confidential.*

- *Reappointment to volunteer County board*
- *Discussion of assignment and duties of volunteer County board*
- *Reappointment to volunteer County board*
- *Reappointment to volunteer County board*
- *Hiring discussion of open County position*
- *Discussion of discipline of County staff member*
- *Hiring discussion of open County position.*
- *Discuss appointment for open County position.*

To consider the acquisition of real property for a public purpose. (3) Open session discussion would disclose County negotiation strategy and weaken bargaining position.

- *Potential acquisition of real property for public purpose.*

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

- *Legal advice pertaining to a County legal matter.*

To consult with staff, consultants, or other individuals about pending or potential litigation (8). Open session discussion would divulge litigation strategy or legal advice from counsel.

- *Discussion re potential civil litigation*
- *Discussion re potential litigation)*

3:00 PM RECONVENE IN OPEN SESSION

RECESS

EVENING MEETING WITH THE TOWN OF KEEDYSVILLE
Location: 100 West Washington Street, Hagerstown, Maryland 21740

6:00 PM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*

6:05 PM TOWN OF KEEDYSVILLE LEADERS' REPORTS AND COMMENTS

6:20 PM COMMISSIONERS' AND COUNTY ADMINISTRATOR'S REPORTS AND
COMMENTS

6:30 PM 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;
Neil C. Parrott, Commissioner: nparrott@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.*



Agenda Report Form

Open Session Item

SUBJECT: Forget-Me-Not Months (September, October, November 2026) Proclamation

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Board of County Commissioner to Ron Hoffman, Disabled American Veterans Organization

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, the Disabled American Veterans Organization offers free services to disabled veterans and their families in filing claims for government benefits as well as the resolution of problems regarding employment, health care and counseling, and

WHEREAS, the Disabled American Veterans Organization strives to respond to emergency needs arising in the family of any disabled veteran, and

WHEREAS, the community wishes to express a deep and continuing sense of gratitude to those disabled veterans who gave so much to protect and preserve our way of life, and

WHEREAS, the Disabled American Veterans Organization has chosen September, October, and November 2026 for its annual *Forget-Me-Not* Drive in Washington County and pledges that all contributions will be utilized for disabled veterans and their families in our community.

NOW THEREFORE, We the Board of County Commissioner of Washington County, Maryland, hereby recognize September, October, and November 2026 as “*Forget-Me-Not*” Months and encourage all citizens to join in and support those who have given so freely to protect and defend the rights and freedom of us all.



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING – Requests by organizations to be added to the Board’s Community Organization Funding List (“1-108 List”).

PRESENTATION DATE: Tuesday, August 25, 2025; 9:30 a.m.

PRESENTATION BY: Zachary J. Kieffer, County Attorney, Maria Kramer, Director Office of Grant Management

RECOMMENDED MOTION: Following the public hearing, the Board may move to approve inclusion of one or more organizations to the 1-108 List or may take the matter under advisement for action at a later date.

REPORT-IN-BRIEF: The following organizations have submitted letters of request to be added to the 1-108 List:

- Literacy Council of Washington County, Inc.
- South Prospect Street Porchfest, Inc.
- Frozen Petals, Inc.
- Boonsboro Athletic Boosters, Inc.
- Gatekeepers Organization
- Hancock Flag Football, Inc.
- Mark 923 Broken & Saved, Inc.
- Meritus Health Foundation, Inc.
- Music Instrument Collection, Inc.
- Spectrum Strong Foundation
- Maryland Association of Social Services Board (MASSB)
- Franklin Fon Helping the Needed

DISCUSSION: Section 1-108 of the Code of the Public Local Laws of Washington County, Maryland, authorizes the County Commissioners to make annual contributions to the care, operations, maintenance, or capital expense of non-profit organizations in Washington County. The County maintains a list of non-profit organizations that are eligible to receive funds. This list is referred to as the “1-108 List.” Upon application by an organization and following a public hearing, the County Commissioners may add organizations to the 1-108 List. However, inclusion of a nonprofit organization on the 1-108 List does not guarantee that the organization will receive funding from the Board. Funding determinations are made through the Community Organization Funding Committee process, and the County’s budgetary process.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Letters of Request and Supplemental Information

AUDIO/VISUAL NEEDS: None.

The Literacy Council of Washington County
15 Randolph Ave
Hagerstown, MD 21740
office@literacyofwcmd.org
MDSOS# 53521
EIN 52-1726321
301/739-4208

Date: 6/17/2026

Board of County Commissioners
Washington County, Maryland
100 W. Washington Street
Hagerstown, MD 21740

Subject: Formal Request for Inclusion on List of Organizations Eligible for Funding Pursuant to Section 1-108(b) of the Code of the Public Local Laws of Washington County, Maryland

Dear Commissioners,

On behalf of the Literacy Council of Washington County, I respectfully submit this formal request for our organization to be included on the list of organizations eligible for funding by the Board of County Commissioners of Washington County, Maryland, in accordance with Section 1-108(b) of the Code of the Public Local Laws of Washington County.

Purpose and Goals

The Literacy Council of Washington County is a nonprofit organization dedicated to promoting literacy throughout Washington County. We provide free, individualized basic reading and writing instruction to adults who are semi-literate or illiterate, as well as conversation, reading, and writing skills for non-English speaking residents. We have one paid part-time employee, our Executive Director. Our board and tutors are all volunteers.

Our primary goals are:

- To offer one-on-one instruction in reading and writing to non-literate and semiliterate residents of Washington County, aged 18 and older.
- To provide free, personalized English language instruction to non-English speaking adults in the county.

- To recruit and train volunteer tutors who are fluent in English, over the age of 18, and committed to meeting regularly with students. Our tutors bring patience, enthusiasm, flexibility, cultural sensitivity, and a genuine desire to help others.

History

The Literacy Council of Washington County has a long-standing commitment to adult education and literacy. Originally founded in November 1986 as the Northwest Central Literacy Council, the organization responded to community needs for adult basic skills training, especially in conversational English for foreign-born residents. While the office briefly closed in the mid-1990s, it was revived in 1998 after a local resident recognized the ongoing need and, with community support, re-established the council as it is today.

Community Impact

National statistics show that nearly 20% of adults are functionally illiterate, 10% lack a high school education, and 34% of foreign-born adults struggle with English proficiency. These barriers contribute to higher rates of unemployment, poverty, health issues, and social isolation.

The Literacy Council of Washington County directly addresses these issues by empowering adults through literacy and language education. Our work helps residents achieve greater independence, improve employment opportunities, and participate more fully in the life of our community. In doing so, we contribute to a more educated workforce and a stronger local economy.

We believe our mission aligns with the County's commitment to improving the well-being of its residents and respectfully ask for your support through inclusion on the approved funding list.

Thank you for your time and consideration. Please let us know if there is any additional documentation or information required.

Sincerely,



Celeste Ropp

President

The Literacy Council of
Washington County

celeste.ropp@fil-tec.com

240/357-4660

- Refer someone to the Literacy Council for help with reading, math, GED preparation or improving their English skills.
- Become a tutor for the Literacy Council. We offer training and ongoing support.
- Help meet community needs by volunteering, donating or partnering with the Literacy Council.

We change lives one session at a time!

WE HELP FOR FREE!



www.literacyofwcmd.org

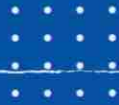


301-739-4208



15 Randolph Avenue
(Trinity Lutheran Church)
Hagerstown, MD 21740

www.literacyofwcmd.org
office@literacyofwcmd.org



A member organization of
ProLiteracy



LITERACY COUNCIL

OF WASHINGTON COUNTY, INC.



Providing adults with **FREE** basic education and English language services.

301-739-4208

WHAT WE DO:

- Individual one-on-one tutoring tailored to meet student's goals.
- Instruction offered at our location or in a community setting, such as the library.
- Group classes, as needed.
- Referral to other services such as computer training, job search, or higher education.



You can change a life!



301-739-4208

THE LITERACY COUNCIL OF WASHINGTON COUNTY, INC.

is a non-profit organization that provides adults with free basic education and English language services to support each student's learning goals.

THE NEED

In Washington County, 13% of the population has less than a high school education.

Also, 21% of the county have the lowest levels of proficiency in English.

Therefore, we help Basic students with reading, math, and pre-GED skills, and we help ELL (English Language Learner) students with improving their English skills.

There are no requirements for our services.

We help -- for FREE

PARTNERSHIPS

The Literacy Council of Washington County, Inc. services are offered FREE to students, thanks to the referrals and generosity of our donors and community partners.

OUR PARTNERS

The Nora Roberts Foundation
Hagerstown Community

College

The Family Center

Potomac Center

Lasting Change

Community Foundation of
Washington County, Joan F.
Fulgham Memorial Fund

TO PARTNER WITH US,
PLEASE CONTACT OUR
OFFICE:

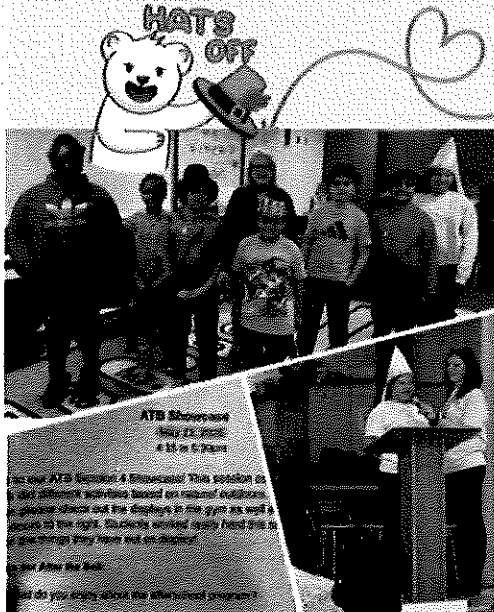
office@literacyofwcmd.org

301-739-4208

TUTOR TALK NEWSLETTER

Laura Gross, Executive Director | (301) 739-4208 | office@literacyofwcmd.org

UPFRONT WITH LAURA ●●●●●●●●



A Few Successes to share-

- Hats off to Salem Avenue students in HARC's Lighthouse After-School program. Coached by longtime Literacy Council tutor Kathy, multi-lingual students got their first taste of drama club. The group prepared a short skit based on book "Do You have a Hat?" by Eileen Spinelli. The LCWC was BRIMming with pride over their great accomplishment!
- Another grant! Many thanks to The Richard N. Funkhouser Foundation for their generous grant of \$2,500 to support general operations of the literacy council. This is the second year they have provided funding, and we look forward to many more.
- Graduation. It's always bittersweet to see our students take off, but we're very proud of Neda who has achieved so many of her goals – a job, a car, and apartment, and most of all confidence in her future. It takes a village. many thanks to Sonya, Judy and others who supported Neda's efforts.

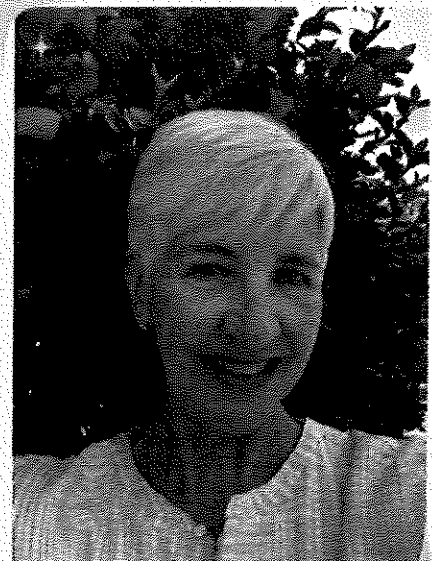


Tutors – send us student success stories. They make us all feel good!

TUTOR SPOTLIGHT ●●●●●●●●

Jean Thomas is a retired RN who in the last 2 ½ years with the Literacy Council has tutored three students for GED preparation. "I have tremendous respect for these adult learners who are motivated to overcome daunting challenges to achieve the goal of passing the GED. Whether it's English as a second language, a traumatic brain injury, or a learning disability, each of these students has demonstrated great courage, insight into their need to master fundamental literacy and analytic skills, and openness in seeking assistance in overcoming learning hurdles. It brings me great joy to work with them one-on-one and to build a trusting relationship as they gain confidence, skills, and knowledge and as each finds his or her way."

Jean is also a Washington County Master Gardener, volunteers at the St. Mark Food Bank, and serves in several ministries at St. Ann Catholic Church. She and her husband Mark have been married 44 years and they have two adult children—a son in NYC and a daughter in San Diego.

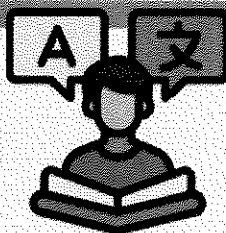


Jean Thomas, LCWC Tutor

TUTOR TALK NEWSLETTER

Laura Gross, Executive Director | (301) 739-4208 | office@literacyofwcmd.org

6 FREE RESOURCES FOR LEARNING A LANGUAGE THAT AREN'T DUOLINGO



1. Anki (<http://apps.ankiweb.net/>) — a free, open-source spaced repetition flashcard app. The community has shared thousands of pre-built decks for every major language, including frequency-based vocabulary lists.

2. Forvo (<http://forvo.com>) — a pronunciation dictionary with recordings by native speakers. If you've ever wondered how a word actually sounds in context, this is where to check.

3. Journaly (<http://journaly.com/>) — a platform where you write in your target language and native speakers correct you. The feedback loop is what most self-study methods are missing.

UPCOMING EVENTS

Would love to see you and your student at this event! Please RSVP for both yourself and your student if they can attend.

RSVP by scanning the QR code on the invite...or using this link:

<https://forms.gle/jhV9xyMsGiRdxJXPA>

Recognition forms will be made for all REGISTERED attending students, so please make sure to RSVP by June 20th.

RESOURCE CENTER

4. Clozemaster (<http://clozemaster.com/>) — a fill-in-the-blank game that teaches vocabulary in the context of full sentences, drawn from the Tatoeba corpus. Free tier covers a lot.

5. Librivox (<http://librivox.org/>) — free audiobooks of public domain texts, read by volunteers, in dozens of languages. Useful for listening practice at a natural pace once you're past beginner level.

6. Easy Languages (<https://www.youtube.com/@easylanguages>) — street interviews with native speakers in cities around the world, with dual subtitles in the target language and English. One of the best free resources for hearing how people actually talk versus how textbooks teach.

June 22nd
1-3 PM

Scoops
of Fun Await!

tutor and student
ICE CREAM
Social

In LOWC's study rooms

Let's celebrate summer, our students,
& each other with a cool treat!
Tutors, please share this invitation with
current and/or former students
that you'd like to bring.
If you don't currently have a student,
just bring YOU!

Let's catch up before the summer scramble!
Please RSVP for you and your student by June 20th

IDEAS OR SUGGESTIONS? EMAIL LAURA GROSS AT OFFICE@LITERACYOFWCMD.ORG

SOUTH PROSPECT STREET PORCHFEST

June 12, 2026

Washington County Attorney's Office
100 West Washington Street Suite 1101
Hagerstown, MD 21740

Dear Ms. Jacobson,

Please add South Prospect Street Porchfest Inc. to the Washington County Board of County Commissioner's "Recognized Non-Profit List" (Section 1-108 of the Code of Public Local Laws).

Attached is copy of the Internal Revenue Services 501c3 determination letter.

Porchfest is a community music festival held in the City of Hagerstown's South Prospect Street Historic District. At the most recent Porchfest in May 2026, more than 120 local musicians – soloists, duos, trios and bands - performed for FREE on 13 porches, a center stage and beer garden.

The community event, attended by hundreds, is run by volunteer residents on the street. It aims to give budding area musicians a venue to play, foster a love of music, bring the community together and showcase the history of some of Hagerstown's oldest homes.

Members of the Historic Heights chapter of the City of Hagerstown's Neighborhoods 1st program sit on the board of the nonprofit, which was started earlier this year and is in good standing with Maryland Business Express.

Thank you,

The South Prospect Street Porchfest Inc., a registered 501(c)(3) nonprofit organization.

Federal Tax Identification (EIN) 41-3958847.



Athens M. Alston, Chief Executive Officer

Frozen Petals Inc.

114 W. North Ave, Hagerstown, MD 21740

(240)-818-6349

Ceofrozenp@gmail.com

Date: May 10th, 2026

Board of County Commissioners of Washington County

c/o County Attorney's Office

100 West Washington Street, Suite 1101

Hagerstown, MD 21740

RE: Request for Inclusion on the § 1-108 Recognized Non-Profit List

Dear Commissioners,

Please accept this formal letter of request on behalf of **Frozen Petals Inc.** to be added to the list of recognized non-profit organizations for Washington County, pursuant to Section 1-108 of the Code of Public Local Laws of Washington County.

Frozen Petals Inc. is a registered 501(c)(3) non-profit organization dedicated to providing transitional support and advocacy services to individuals in our community. Our mission is to empower residents by offering resources that facilitate stability and advocate for social support systems that improve the quality of life within Washington County.

As required for this application, I have enclosed the following documentation:

1. **IRS Determination Letter** confirming our 501(c)(3) tax-exempt status.
2. **Maryland Certificate of Status (Good Standing)** from the State Department of Assessments and Taxation.
3. **Articles of Incorporation** for Frozen Petals Inc.

Frozen Petals Inc.

We look forward to the opportunity to expand our impact and collaborate with the County to serve our fellow residents. Thank you for your time and for your consideration of this request.

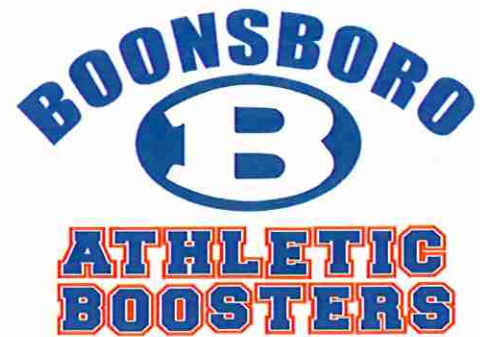
Sincerely,

A handwritten signature in black ink, appearing to read 'Athens Alston', written in a cursive style.

Athens Mylisha Alston

Chief Executive Officer, Frozen Petals Inc.

Boonsboro High School
10 Campus Avenue
Boonsboro, MD 21713
Attn: BABI, Julie Hartman
301-788-6752



To Whom it May Concern:

The Boonsboro Athletic Boosters, Inc. (BABI) is requesting to be added to the Washington County Community Organization Funding (COF) "Recognized Non-Profit List" (Section 1-108 of the Code of Public Local laws) for FY2027 and following years. Our organization supports Boonsboro High School athletes and their coaches to obtain and maintain a high level of athletic competence, spirit and pride through moral and financial support. We purchase all uniforms, additional gear and equipment needed, meals, photos, and more.

Our organization recently entered into an agreement with Washington County Public School (WCPS) to fund Coaches Dream, which encompasses a multi-phase redevelopment of Boonsboro High School's outdoor athletic facilities. The project includes:

- Addressing critical safety concerns
- Relocating the baseball field to the area behind the tennis courts
- Resurfacing the softball field, aligned with Title IX compliance and equity efforts
- Resurfacing the existing stadium field for multi-sport use
- Relocating practice fields displaced by the baseball move
- Expanding stadium facilities, including:
 - A modernized concessions stand
 - A fieldhouse expansion with dedicated officials' space and improved restrooms

Coaches Dream Project is more than a construction project—it is a commitment to safety, equity, community, and legacy. By modernizing and expanding the school's outdoor athletic infrastructure, this project will provide student-athletes with the environment they deserve while honoring the vision of a coach who dedicated his life to their success.

BABI is committed to raise the multi millions required to fund this project along with continuing to support our current athletes as we always have. Being added to the 1-108 list will help us to achieve our goals for the student athletes in southern Washington County.

Sincerely,

Julie Hartman

Gatekeepers



June 8, 2026

Kimberly Jackson
Legal Assistant
Washington County Attorney's Office
100 West Washington Street, Suite 1101
Hagerstown, MD 21740

Dear Ms. Jackson,

Gatekeepers Corporation requests that our organization be added to Washington County's list of Recognized Non-Profits.

Gatekeepers is a 501(c)(3) nonprofit organization dedicated to helping formerly incarcerated individuals return to society and stay home for good. Through the Gatekeepers Business of Living program, we help local inmates and ex-offenders create a personal reentry plan designed with occupational, educational, personal and spiritual goals that will help them become valuable members of society. When the individual is released, Gatekeepers helps them achieve their goals by providing basic needs and connecting them with other community resources.

Gatekeepers' Business of Living program is available in every Maryland prison as well as the Washington County Detention Center and the Day Reporting Center. Gatekeepers partners with dozens of other social service agencies and non-profits in Washington County to provide returning citizens with the resources they need to successfully reach their reentry goals.

I have attached a copy of our IRS 501(c)(3) determination letter and Gatekeepers Maryland registration in good standing. If you need anything more, please contact me at lenwrona@gatekeepersmd.org.

Len Wrona

Len Wrona
Executive Director



April 15, 2026

Re: Request for Inclusion on Commissioners' 1-108 Organization List

Dear Commissioners,

On behalf of Hancock Flag Football, Inc., I am respectfully requesting that our organization be added to the Washington County Commissioners' 1-108 approved organization list.

Hancock Flag Football, Inc. is a registered 501(c)(3) nonprofit organization dedicated to providing organized youth flag football and cheerleading opportunities for children in Hancock and surrounding communities. Our program serves approximately 120 youth participants from kindergarten through eighth grade, with a focus on sportsmanship, teamwork, leadership development, and accessible recreational opportunities for families in our region.

We are committed to maintaining transparency, financial responsibility, and compliance with all applicable state and federal requirements. In support of this request, we have included the following documents with this letter:

- A copy of our IRS 501(c)(3) determination letter
- Proof of Good Standing from the Maryland Business Express system

Inclusion on the Commissioners' 1-108 list would allow Hancock Flag Football, Inc. to further support youth programming in Washington County and strengthen our ability to serve local families through structured recreational opportunities.

We appreciate your time and consideration of this request. Please let us know if any additional documentation or information is required.

Sincerely,

Sedona K. Yommer
Treasurer, Hancock Flag Football, Inc.

Non Profit request to be added to the 1-108 list

From Aniera Aniera <aniraanira29@hotmail.com>

Date Sun 2/22/2026 11:19 AM

To countyattorneyoffice <countyattorneyoffice@washco-md.net>; Jacobson, Kimberly D. <kjacobson@washco-md.net>

 1 attachment (675 KB)

IRS doc .jpeg;

Some people who received this message don't often get email from aniraanira29@hotmail.com. [Learn why this is important](#)

WARNING!! This message originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.
Any claims of being a County official or employee should be disregarded.

Mark 923 Broken & Saved Inc

235 Maplehurst Ave

Williamsport, MD 21795

770-688-5657

Dear Members of the Office of Grant Management and the Board of County Commissioners,

On behalf of Mark 923 Broken & Saved Inc, I respectfully submit this request for our organization to be added to the **Board of County Commissioners' "Recognized Non-Profit List" (Section 1-108 of the Code of Public Local Laws)**. As a newly established nonprofit dedicated to serving Washington County residents, this designation is essential for us to apply for **Community Organization Funding (COF)** and begin providing urgently needed services in our community.

About Our Organization

Mark 923 Broken & Saved Inc is a start-up **[501(c)(3) or pending designation]** nonprofit organization founded with a mission to support men in Washington County who are working to overcome mental health challenges, drug dependency, and alcohol addiction. Our goal is to establish safe, structured, and supportive sober living homes that provide stability, accountability, and access to recovery-focused resources.

Although we are a new organization, our leadership team brings extensive experience in behavioral health, addiction recovery, and community service. We are committed to building a program that aligns with best practices in recovery housing and meets the highest standards of ethical and fiscal responsibility.

Alignment With Community Organization Funding (COF) Priorities

We understand that the COF program was created to support charitable organizations that address critical community needs through efficient, accountable, and results-driven programming. Our mission directly aligns with these priorities.

How Our Work Supports County Goals

- **Addressing Community Needs:** Washington County continues to face significant challenges related to substance use disorders, mental health crises, and housing instability. Our sober living homes will provide a structured environment that helps men maintain sobriety, rebuild their lives, and reintegrate into the community.
- **Accountability and Fiscal Stewardship:** As a start-up nonprofit, we are committed to establishing strong financial controls, transparent reporting practices, and measurable program outcomes from the outset.
- **Results-Based Outcomes:** Our program model includes individualized recovery plans, peer support, life-skills development, and partnerships with local service providers. We will track key indicators such as sobriety milestones, employment rates, and long-term housing stability.
- **Efficient Use of Funds:** COF support would allow us to secure housing, furnish living spaces, and implement essential programming while leveraging volunteer support and community partnerships to maximize impact.

Purpose of Request

We respectfully request:

1. **Inclusion on the Board of County Commissioners' Recognized Non-Profit List (Section 1-108)**
2. **Eligibility to apply for Community Organization Funding (COF) during the upcoming budget cycle**

This support will enable us to launch our first sober living home and begin providing life-changing services to men in recovery. The need for safe, supportive housing for individuals overcoming addiction is significant, and our organization is prepared to meet that need with compassion, structure, and accountability.

Closing

Thank you for your consideration of our request. We are deeply committed to strengthening the health and well-being of Washington County residents and believe our organization will be a valuable partner in addressing addiction, mental health challenges, and housing instability. We look forward to the opportunity to collaborate with Washington County through the Community Organization Funding program and to begin serving individuals who are working toward long-term recovery.

Please feel free to contact me at **770-688-5657** or aniraanira29@hotmail.com for any additional information or documentation.

Sincerely,

Mary Aniera Pereira

President Mark 923 Broken & Saved Inc



George C. Newman III
Executive Director

Meritus Health Foundation
11116 Medical Campus Rd.
Hagerstown, MD 21742

Phone 301-790-8061
Fax 301-790-9029

MeritusHealth.com/Foundation

1/15/2026

The Meritus Health Foundation (EIN 01-0639265) is requesting to be included on the list of eligible applicants for Washington County's Community Organizational Funding (COF) Public Local Law 1-108 list.

The Meritus Health Foundation, a private, nonprofit, tax-exempt organization, raises money to support the efforts of Meritus Health and its affiliates to improve the health of our community. We work with generous community members, community-centric organizations, and corporate partners to raise money for Meritus Health programs and services.

Enclosed you will find a copy of the MHF IRS 501(c)(3) letter of determination and proof of good standing with the Maryland Business Express. Please note the letter of determination was made to "Antietam Healthcare Foundation". The name was changed in 2002 to Meritus Healthcare Foundation to reflect the support of Meritus Medical Center. Those documents are also enclosed.

Please do not hesitate to contact me with any questions or concerns.

Respectfully submitted,

A handwritten signature in black ink that reads "George C. Newman III".

George C. Newman III
Executive Director
Meritus Health Foundation



July 2, 2026

Dear County Commissioners.

Music Instrument Collection, Inc. (MIC) is a new non-profit (EIN #33-3592014) with a mission to collect, refurbish and distribute musical instruments to any student (all ages) who may be interested in learning to play an instrument.

At this time, MIC has over one hundred instruments in their inventory. Forty instruments are placed with students in WCPS bands or music departments. Thirty are ready to be placed and the balance have been assessed for repairs.

Would you please consider adding MIC to the 1-108 list so we could apply for support from Washington County.

We truly appreciate all that you do for this community.

Sincerely,

Anne R Martin

MIC Board Member

May 15, 2026

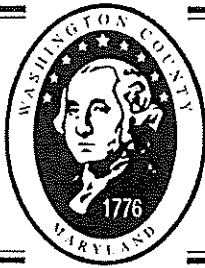
Jasmine Kinney
Spectrum Strong Foundation
P.O. Box 217
Funkstown, MD 21734

To whom this may concern,

I am formally writing to ask that Spectrum Strong Foundation be added to the Washington County nonprofit list. Spectrum Strong Foundation is a nonprofit organization dedicated to supporting, educating, and empowering children with autism spectrum disorder and their families through advocacy, community outreach, educational resources, and family centered support services.

The organization provides autism awareness initiatives, parent advocacy support, IEP education, caregiver resources, workshops, and inclusive community programs. Spectrum Strong Foundation also creates campaigns and community partnerships that promote acceptance, inclusion, and understanding of individuals on the autism spectrum.

Thanks,
Jasmine Kinney



**BOARD OF SOCIAL SERVICES
OF WASHINGTON COUNTY, MD**

DEPARTMENT OF SOCIAL SERVICES
122 North Potomac Street
Hagerstown, Maryland 21740

Telephone: 240-420-2121
TT / Hearing Impaired: 1-800-735-2258
Fax: 240-420-2111

The Honorable Board of County Commissioners
Washington County Government
100 W. Washington Street
Hagerstown, MD 21740

Subject: Request to be added to the Recognized Non-Profit List (Section § 1-108)

Dear Commissioners,

On behalf of the Washington County Family Center, a program of the Maryland Association of Social Services Board, we respectfully request our inclusion on the Board of County Commissioners' Recognized Non-Profit List, as established by Section § 1-108 of the Code of Public Local Laws. Our organization would be listed as the Maryland Association of Social Services Board (MASSB).

The Washington County Family Center as a program of MASSB is a non-profit agency dedicated to fostering the positive growth and development of young children and their families in Washington County. The Washington County Family Center is committed to building a stronger, healthier community by empowering families and promoting early childhood development. Through strategic partnerships with educational institutions and local agencies, we provide crucial support that helps families build resilience and self-sufficiency. By offering services in continued education, child development, and parental guidance, we work to reduce families' reliance on public assistance and minimize their involvement with law enforcement and child protective services.

Inclusion on the § 1-108 List would enable our organization to apply for Community Organization Funding, which would significantly enhance our capacity to serve the most vulnerable families in our county. Our work aligns directly with the county's goals of improving the quality of life for all residents.

We have attached all relevant documents, including our non-profit status confirmation and a description of our services, for your review. Please let us know if any further information is required. We are eager to continue our partnership with the Washington County Gaming Commission and contribute to its shared vision of a thriving community.

Thank you for your consideration.

Sincerely,



RECYCLED PAPER

Franklin Fon Helping the Needed, more commonly known as “Franklin Fon Helping the Needy”, respectfully submits this Letter of Intent requesting to be added onto the Recognized Non-Profit List, Section 1-108 of the Code of Public Local Laws and to apply and/or qualify for any local grants to support our community and outreach programs serving vulnerable individuals and families throughout Maryland.

Founded in February 2025 and recognized as a 501(c)(3) nonprofit organization, Franklin Fon Helping the Needy was established to provide food assistance, clothing support, essential resources, and compassionate outreach to individuals and families experiencing financial hardship and/or homelessness. Since our founding, we have directly served approximately 300 individuals through volunteer-driven efforts funded entirely through personal contributions from organizational leadership and supporters.

Our organization currently serves communities throughout Washington County, Maryland, and has expanded outreach efforts into other areas of the state, including Annapolis. Through food distributions, clothing drives, community outreach initiatives, and resource support programs, we strive to restore dignity, provide hope, and address immediate needs while connecting individuals to long-term support resources.

The requested funding will be used to:

- Purchase and distribute food to low-income families and individuals experiencing food insecurity.
- Purchase and distribute clothing and essential items to homeless and underserved populations.
- Acquire hygiene supplies and other necessities for community outreach efforts. And expand outreach activities to reach additional communities throughout Maryland.
- Strengthen transportation and logistical capabilities necessary to deliver resources efficiently and effectively.

To date, all organizational activities have been conducted without any grant funding. Support from the Board would significantly increase our capacity to serve those in need while establishing a stronger foundation for future growth and sustainability.

Looking ahead, Franklin Fon Helping the Needy seeks to establish a community food pantry, acquire a dedicated distribution vehicle, develop a community resource center, provide housing assistance, create scholarship opportunities for students in need, and continue to build strategic partnerships with churches, businesses, and community organizations.



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: True You Maryland – Girls, Inc. Of Washington County

PRESENTATION DATE: August 25th, 2026

PRESENTATION BY: Earl Stoner, Health Officer along with Danielle Stahl, Deputy Director of Community Health Outreach Prevention & Promotion (CHOPP).

RECOMMENDED MOTION: The health department is recommending that the *Board of Health* approve the contract to Girls, Inc of Washington County in the amount of \$200,000.00 for funding legislated for the True You Maryland Adolescent Health Program. Girls Inc. of Washington County were the sole bid provided on RFP 2024-03 as option year # 3. Girls Inc. of Washington County work closely with the Washington County Public Schools (WCPS) targeting the high schools. Contract period is July 1st, 2026, through June 30th, 2027.

REPORT-IN-BRIEF: True You Maryland is community-based program along with the curriculum and community intervention that is projected to reach students. WCHD staff will be involved in conducting observations of classes and intervention with the WCPS health teacher and community events. Washington County Health Department contract monitor, Amie Muraski will work closely with Maureen Grove, of Girls Incorporated of Washington County.

DISCUSSION:

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

CONCURRENCES:

ATTACHMENTS:

Girls Incorporated of Washington County

THIS CONTRACT (the "Contract"), is made as of the 6th day of August, 20 26 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Girls Incorporated of Washington

("Contractor") whose principal office in Maryland is

626 Washington Ave., Hagerstown, MD 21740

and whose principal business address is

Same

The parties agree as follows:

1. Scope of Contract.

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

As stated in Maryland Optimal Adolescent Health Program/True You RFP 2024-03 with the option to renew the contract with the vendor for four (4) consecutive 1-year renewals if grant funding is available from the State. The RFP will be used as the basis of award for this grant for FY2024-FY2028. Funding for years FY2025-FY2028 is contingent of grant award to the Washington County Health Department and is NOT guaranteed.

Option year #3 will be FY27 (July 01, 2026 – June 30th, 2027).

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
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3. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall **not exceed \$200,000.00.**

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

Refer to Section 3 (d) for invoicing requirements.

(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

23-7052207. 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 **Amie Muraski** (amie.muraski@maryland.gov) Coordinator of Special Programs III Supervisor.
17. **Federal Funding Acknowledement** - **This contract Does Not Contain Federal Funds.**

Exhibit A

Implementation is dependent on grant and state level changes that may alter curricula, facilitation, or performance expectations.

Girls Inc will:

- if directed, implement True You Maryland programming in Washington County Public Schools (WCPS) high schools.
- if directed, distribute surveys to any students participating in the EBP curricula.
- Implement evidenced-based supplemental curricula in community settings.
- report performance measures to Washington County Health Department (WCHD) quarterly for students participating in all school and/or community-based interventions.
- allow WCHD staff to conduct observations of class sessions where the in-school curriculum or community intervention is used.
- provide WCHD with copies of program curricula and materials.
- Provide WCHD with a calendar of classes and interventions and WCPS health teacher and/or community partner contact information. Any updates to calendars need to be submitted as changes occur.
- attend systems team meetings.
- submit monthly invoices along with supporting documentation to WCHD invoice mailbox: wchd.invoice@maryland.gov and the WCHD program coordinator.

WCHD will:

- Oversee planning, meetings and activities.
- attend systems team meetings.
- collect performance measures data quarterly.
- submit reports to Maryland Department of Health.
- work with Washington County Public Schools (WCPS) and Girls Inc to ensure all grant requirements are met.

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

CONTRACTOR
Girls Incorporated of Washington County

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

Maureen Grove, Executive Director
(Printed Name and Title)

Date

By: _____

Earl Stoner, Health Officer
(Printed Name and Title)

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: Sexual Risk Avoidance Education (SRAE) – Girls, Inc. of Washington County

PRESENTATION DATE: August 25th, 2026

PRESENTATION BY: Earl Stoner, Health Officer along with Danielle Stahl, Deputy Director of Community Health Outreach Prevention & Promotion (CHOPP).

RECOMMENDED MOTION: The health department is recommending that the *Board of Health* approve the contract to Girls, Inc of Washington County in the amount of \$64,327.00 for funding legislated for the Sexual Risk Avoidance Education (SRAE) Health Program. Girls Inc. of Washington County were the sole bid provided on RFP 2024-02 as option year # 3. Girls Inc. of Washington County work closely with the Washington County Public Schools (WCPS) targeting the Middle schools. Contract period of July 1st, 2026, through June 30th, 2027.

REPORT-IN-BRIEF: Sexual Risk Avoidance Education (SRAE) is scheduled and implemented the comprehensive abstinence sexual education curriculum with 6th graders in at least eight (8) Washington County Public Middle Schools. WCHD staff will be involved in conducting observations of classes and intervention with the WCPS health teacher and community events. There will be entry and exit surveys provided for the students to complete when entering the program that Girls Inc will collect, monitor and report back to Washington County Health Department contract monitor, Amie Muraski.

DISCUSSION:

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

CONCURRENCES:

ATTACHMENTS:

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY27 F724A/B-0802 SRAE
Girls Incorporated of Washington County

THIS CONTRACT (the "Contract"), is made as of the 6th day of August, 20 26 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Girls Incorporated of Washington County

("Contractor") whose principal office in Maryland is
626 Washington Ave., Hagerstown, MD 21740

and whose principal business address is
Same

The parties agree as follows:

1. **Scope of Contract.**

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

Girls Incorporated has agreed to the terms in the Sexual Risk Avoidance Education Program (SRAE) RFP 2024-02 dated 04/14/23 with the option to renew the contract with the vendor for an additional three (3) consecutive years if grant funding is available from the State. "This RFP will be used as the basis of this grant for FY2024-2027. Funding for years FY2025-FY2027 is contingent on grant award to the Washington County Health Department and is NOT guaranteed". Option year #3 will be FY27 (July 1st 2026-June 30th 2027).

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 **\$64,327.00.**

Breakdown as follows:

\$16,605.00 as F724A (07/01/26 - 09/30/26)

\$47,722.00 as F724B (10/01/26 - 06/30/27)

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 requirements.

- (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 23-7052207. 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 **Amie Muraski** (amie.muraski@maryland.gov) Coordinator of Special Programs Supervisor III.
 17. **Federal Funding Acknowledgement** - **This contract Contains Federal Funds.**

Exhibit A

Scope of Work- Girls Incorporated agree to:

1. Work with the Washington County Board of Education to schedule and implement the comprehensive abstinence sexual education curriculum with 6th graders in at least 8 Washington County Public Middle Schools.
2. Provide an abstinence or other CDC approved curriculum to the parents through activities and presentations.
3. Ensure that staff are certified to implement specified curriculum and preferably have a male and female staff member to teach boys and girls before implementing the curriculum.
4. Make referrals in order to link program participants and their families to health care and other resources as necessary.
5. A resume of each person must be available.
6. Participate in training, webinars, conference calls and quarterly meetings.
7. Participate in annual site review.
8. Report performance measures to WCHD staff quarterly for the students participating in the curriculum.
9. Allow WCHD staff to conduct observations of class sessions where the curriculum is being used. Provide WCHD staff with copies of the curriculum and materials.
10. Provide WCHD with a calendar of classes and WCPS health teacher contact information for each school. Any updates to calendars need to be submitted as changes occur.
11. Work with WCHD staff to make sure all grant requirements are met.

Reporting Requirements:

1. Submit narrative reports of program activities quarterly, including names and dates of presentations at schools.
2. Collect and compile demographic counts (per guidance of WCHD) of persons served.

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

CONTRACTOR
Girls Incorporated of Washington County

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

By: _____

Maureen Grove, Executive 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

SUBJECT: Department of Water Quality 2006 International Vac-Con

PRESENTATION DATE: April 14, 2026

PRESENTATION BY: David A. Mason, P.E., Interim Director, Environmental Management.

RECOMMENDED MOTION: Move to allow the Department of Water Quality to retain the 2006 International Vac-Con Vacuum truck.

REPORT-IN-BRIEF: On July 29, 2025, the Board of County Commissioners approved the purchase of a new vacuum truck for the department with the assumption the 2006 Vac-Con would be sold on GovDeals. The Department placed the Vac-Con on the GovDeals site for sale on three separate occasions with the reserve not being met each time. The reserve was initially set at \$35,000 to recoup repair costs. The reserve was reduced to \$30,000 for the second attempt and \$25,000 for the third attempt for sale. Resale of this unit through a dealer would be approximately \$90,000.

DISCUSSION: With the new truck being received on January 6, 2026, the department had to use the 2006 Vac-Con multiple times because the new truck was out of service for maintenance and/or because there were simultaneous breaks which needed both trucks to make repairs. Staff expressed the need to keep the Vac-Con as a back-up machine, especially when the City of Hagerstown's Vac-Con is the only other option when our equipment is out of service. With the truck still at our disposal, Water Quality provides broader coverage, redundancy and operational flexibility that cannot be obtained with a single unit.

In the last two years, the department has spent over \$35,000 on the 2006 Vac-Con. The repairs made include total replacement of the flushing hydraulic pump system, a rebuild of the vacuum system, replacement of the main electrical harness on the chassis, new tires, brakes and replaced the failing steering and suspension components. Currently, the unit is fully functional and in very good condition, there are no foreseeable monies to be placed into this unit other than regular maintenance. Keeping the second unit also eliminates the need for rental during emergency situations at a cost of \$6,000/week.

FISCAL IMPACT: Regular maintenance and insurance fees.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Budget Transfer for the department of Solid Waste for the Vehicle/Equipment Replacement

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: David A. Mason, P. E., Deputy Director – Department of Solid Waste

RECOMMENDED MOTION: Motion to approve the Budget Adjustment for the Solid Waste Vehicle/Equipment Replacement CIP Project

REPORT-IN-BRIEF: The Department of Solid Waste sold two items on GovDeals. This adjustment moves the revenues from these sales to the fund's Vehicle/Equipment Replacement CIP Project for future purchases. The items sold include an International Water Truck (\$17,201) and a John Deere Motor Grader (\$10,000).

DISCUSSION: N/A

FISCAL IMPACT: \$27,201

CONCURRENCES: CFO

ALTERNATIVES: N/A

ATTACHMENTS: Budget Adjustment Form

AUDIO/VISUAL NEEDS: N/A



Washington County, Maryland

Budget Adjustment Form

(?)

☐ Budget Amendment☒ Budget Transfer

Fiscal Year

2027

BOCC Approval Date (if known)

MM/DD/YYYY

Deputy Director - Finance

*Zane Garrett*signed by Garrett, Zane M.
8/10/2026, 2:44:32 PM

Preparer, if applicable

*Amber Colbert*signed by Colbert, Amber
8/4/2026, 10:00:13 AM

Department Head Authorization

Sign

Division Director / Elected Official Authorization*

David A. Mason^xsigned by Mason, Dave
8/11/2026, 12:39:29 PM

Expenditure / Account Number	Fund Number	Department Number	Project/ Grant Number	Activity Code	Department and Account Description	Increase (Decrease) +/-
490090	21	00000			Fund Balance Reserve	27,201
502000	21	21010			Appropriations	27,201
498721	31	21010	VEH011	0000	Capital Transfer - Solid Waste	27,201
599999	31	21010	VEH011	VHCL	Controllable Assets	27,201

Explain Budget Adjustment

Two items were sold on GovDeals: an International Water Truck (\$17,201) and a John Deere Motor Grader (\$10,000). Moving the revenue from these sales to the fund's Vehicle/Equipment Replacement CIP project for future purchases.

Attach Additional Items

[Solid Waste GovDeal Sales.pdf](#)

1.89MB

Changelog

<no changes have been made to this form>

Comments:

Approve

Reject



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-26-0346) – Lease for One (1) New 2026 Caterpillar D7 Dozer

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Director, Office of Procurement, David A. Mason, P. E., Deputy Director, Department of Solid Waste

RECOMMENDED MOTION: Move to authorize, by Resolution, for the Department of Solid Waste to lease One (1) New 2026 Caterpillar D7 Dozer from Carter Machinery Company, Inc. of Baltimore, MD, for the total cost of \$ 969,079.55 and request to utilize a competitively bid contract that was awarded by Sourcewell to Caterpillar (#011723-CAT). This contract offers a discount of 20%. This is also contingent on the final approval of the lease agreement by the County Attorney's Office,

REPORT-IN-BRIEF: The Code of the Public Laws of Washington County, Maryland §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. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the lease of this equipment in accordance with the Code 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 leasing of this equipment because of the economies of scale this contract has leveraged. Acquisition of this equipment by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative efficiencies and cost savings for the Department of Solid Waste and the Office of Procurement. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Sourcewell's contract provides through this agreement.

DISCUSSION: The Department's 2008 Caterpillar D6 Bulldozer with 18,795 hours meets the County's equipment Replacement Policy for age and/or hours. The old equipment will be traded-in as part of the lease of the new equipment.

FISCAL IMPACT: Funds are budgeted in the Solid Waste Budget, Line Item operating budget for these Lease Payments.

CONCURRENCES: David A. Mason, P. E., Deputy Director, Department of Solid Waste

ALTERNATIVES: N/A

ATTACHMENTS: Carter Equipment's Quote dated 7/30/26 and Payment Schedule

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2026-

(Intergovernmental Cooperative Purchase [INTG-26-0346] Lease for One [1] New 2026 Caterpillar D7 Dozer)

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 Department of Solid Waste seeks to lease one (1) new 2026 Caterpillar D7 Dozer from Carter Machinery Company, Inc., of Baltimore, Maryland, for a term of five years, for the total cost of \$969,079.55, and further request to utilize a competitively bid contract that offers a discount of twenty percent that was awarded by Sourcewell to Caterpillar (#011723-CAT).

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 Department of Solid Waste is hereby authorized to lease one (1) new 2026 Caterpillar D7 Dozer from Carter Machinery Company, Inc., of Baltimore, Maryland, for a term of five years, for the total cost of \$969,079.55, and further request to utilize a competitively bid contract that offers a discount of twenty percent that was awarded by Sourcewell to Caterpillar (#011723-CAT).

Adopted and effective this ____ day of August, 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

Carter



July 30, 2026

WASHINGTON COUNTY DSW
12630 EARTH CARE ROAD
HAGERSTOWN, MD 21740
Attention: DAVE MASON

RE: Quote 237446-REVISED



Mr. Mason,

We would like to offer the same terms and conditions as the **Sourcewell Contract #011723-CAT** for the purchase of

(1) NEW 2026 CATERPILLAR D7 WH LGP DOZER

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

Regards,

Brent D. Stewart

Brent D. Stewart
Governmental Machine Sales
Carter Machinery Co. Inc.
443-764-7692
Brent_stewart@cartermachinery.com

MACHINE SPECIFICATIONS

Description	Reference No
D7 LGP TRACTOR	524-4737
WASTE HANDLING PACKAGE (LGP)	671-4718
FINAL DRIVE, LGP, GUARD	508-1981
ENGINE, THERMAL HEAT SHIELD	643-2134
OIL CHANGE SYSTEM, HS	583-5529
TRACK, 36" ES,TRAP HDXL,CTWS	648-6701
CONTROL AR, BASIC	626-8063
HEATER, ENGINE COOLANT, 120V	537-5582
BATTERY, HEAVY DUTY	542-2524
LIGHTS, 12, LED	641-2420
SEAT, HEATED + VENTILATED	560-9088
AIR CONDITIONING, QUICK DISC	639-5830
PREMIUM CORP RADIO (12V)	627-1568
ASSIST W/ARO	594-3513
JOYSTICK, ARO/GRADE, PA	608-3257
DOZER CTL, ARO, LGP PA	639-5834
PROD LINK, PLE643/PLE743 RADIO	619-4080
FUEL SYSTEM, STD	544-4087
GRAB HANDLES, HEAVY DUTY	543-0547
ENCLOSURE, ENG SND SUPPRESSED	546-0251
STRIKER BAR BOX, REAR	555-7850
COUNTERWEIGHT, STRIKER BOX	238-1177
7 LGP BULLDOZER, GUARDED	539-9105
BLADE 7SU, LGP, LNDFL, WP, ARO	628-2930
GRAB HANDLES, PUSH ARM	539-9040
LUBRICANT GRP, STD	521-4276
ENGINE COOLANT, STD (-37C)	382-5934
LIGHT, BEACON	589-3554
JUMP START	628-0924
RADIO, CB (READY)	617-3866
SCREEN, REAR, HINGED	599-7940
HANDRAIL, CAB	670-8525
GUARDS, LIGHT, PREMIUM	628-4134
GUARDS -FILTER	552-5082
SEAL, WASTE	546-3297

CATERPILLAR LIST PRICE	\$1,038,422.00
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<u>SOURCEWELL DISCOUNT OF 20% OFF OF LIST PRICE</u>	<u>-207,684.00</u>
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SALE PRICE	\$830,738.00
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SIGNAL BEACON X 2	2,500.00
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ANSUL FIRE SUPPRESSION	23,500.00
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<u>5 YEAR / 7500 HOUR TM WARRANTY W/TTM</u>	<u>53,500.00</u>
--	-------------------------

TOTAL SALE PRICE	\$910,238.00
LEASE DOC FEES	500.00
<u>TRADE VALUE FOR 2008 CAT D6T (SN 00350)</u>	<u>-29,500.00</u>

TOTAL LEASE AMOUNT	\$881,238.00
---------------------------	---------------------

Model	Make	Serial Number	Year	Trade Allowance
D6T	CAT (AA)	JHB00350	2008	\$29,500.00

EXHIBIT 2
Concluding Payment Schedule to
Government Agreement

Quote Number.....5078810

Dated _____, 20__
between
Caterpillar Financial Services Corporation
and
BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

Description of Unit: D7-17 Track Type Tractor:

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	881,238.00	193,815.91	0.00	0.00	4.99	687,422.09
		-----	-----	-----		
total		193,815.91	0.00	0.00		
2	687,422.09	193,815.91	0.00	34,302.36	4.99	527,908.54
		-----	-----	-----		
total		193,815.91	0.00	34,302.36		
3	527,908.54	193,815.91	0.00	26,342.64	4.99	360,435.27
		-----	-----	-----		
total		193,815.91	0.00	26,342.64		
4	360,435.27	193,815.91	0.00	17,985.72	4.99	184,605.08
		-----	-----	-----		
total		193,815.91	0.00	17,985.72		
5	184,605.08	193,815.91	0.00	9,211.78	4.99	0.95
		-----	-----	-----		
total		193,815.91	1.00	9,211.78		
6	0.95	0.00	1.00	0.05	4.99	0.00
		-----	-----	-----		
total		0.00	1.00	0.05		
total		969,079.55	1.00	87,842.55		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-26-0345) – Lease for One (1) New John Deere 744 Tier Wheel Loader, and Lease for One (1) New John Deere 410P Wheel Loader Backhoe

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Director, Office of Procurement, David A. Mason, P. E., Deputy Director, Department of Solid Waste

RECOMMENDED MOTION: Move to authorize, by Resolution, the Department of Solid Waste to lease One (1) New John Deere 744 Tier Wheel Loader, and One (1) New John Deere 410P Wheel Loader Backhoe, from James River Equipment of Stephenson, VA., for the total amount of \$743,550.55 and request to utilize competitively bid contract that was awarded by Sourcewell to John Deere (#011723-JDC). This contract offers a discount of between 32% and 41%. This is also contingent on the final approval of the lease agreements by the County Attorney's Office,

REPORT-IN-BRIEF: The Code of the Public Laws of Washington County, Maryland §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. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the lease of this equipment in accordance with the Code 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 leasing of this equipment because of the economies of scale this contract has leveraged. Acquisition of this equipment by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative efficiencies and cost savings for the Department of Solid Waste and the Office of Procurement. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Sourcewell's contract provides through this agreement.

DISCUSSION: The Department will be replacing the 1989 John Deere 410 backhoe with 1,747 hours and the 2002 John Deere 744H Wheeled Loader with 10,789 hours, the equipment meets the County's equipment Replacement Policy for age and/or hours. The old equipment will be traded-in as part of the lease of the new equipment.

FISCAL IMPACT: Funds are budgeted in the Solid Waste Budget, Line Item operating budget for these Lease Payments.

CONCURRENCES: David A. Mason, P. E., Deputy Director, Department of Solid Waste, Brandi Kentner, CPPO, Director, Office of Procurement

ALTERNATIVES: N/A

ATTACHMENTS: James River Solutions Quote dated 7/29/26.

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2026-

(Intergovernmental Cooperative Purchase [INTG-26-0345] Lease for One [1] New John Deere 744 Tier Wheel Loader, and Lease for One [1] New John Deere 410P Wheel Loader Backhoe)

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 Department of Solid Waste seeks to lease one (1) new John Deere 744 Tier Wheel Loader, and One (1) new John Deere 410P Wheel Loader Backhoe from James River Equipment of Stephenson, Virginia, for the total amount of \$743,550.55, each for a five year term and to utilize the competitively bid contract that was awarded by Sourcewell to John Deere (#011723-JDC).

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 Department of Solid Waste is hereby authorized to lease one (1) new John Deere 744 Tier Wheel Loader, and One (1) new John Deere 410P Wheel Loader Backhoe from James River Equipment of Stephenson, Virginia, each for a five year term for the total amount of \$743,550.55, and to utilize the competitively bid contract that was awarded by Sourcewell to John Deere (#011723-JDC).

Adopted and effective this ____ day of August, 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



JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

7/29/2026

QUOTE EXPIRES 8/29/2026

PRICE IS SUBJECT TO CHANGE

Washington County Dept of Solid Waste
12630 Earth Care Road
Hagerstown, MD 21740

QUOTE

(1) NEW JOHN DEERE 744 P TEIR WHEEL LOADER - ORDER

6080DW 744 P-Tier Wheel Loader

Option Codes

0202 United States

0259 English

0351 Translated Text Labels

0400 Standard Loader

0451 Standard Z-BAR

0602 Level 2 Trim

Includes:

- Flat Black Exhaust
- 30 Amp Converter
- Halogen Work and Drive Lights
- Premium, Heated and Ventilated Seat w/ Heavy Duty Air Suspension
- Premium Radio (AM/FM/WB) w/ Bluetooth and Remote Aux/USB Ports
- Tire Pressure Monitoring System
- Rear Sunvisor

0651 Level 1 Performance

This Package is recommended for machines that will be used on hard packed and well maintained surfaces.

Package includes:

- Locking Front Differential
- Standard Rear Differential
- Axle Cooling
- Manual Diff Lock
- Throttle Lock
- 0951 Rear Camera (Primary Display) Rear camera with display integrated into monitor

1100 Less Detection System

1601 Joystick

Vehicle Steering executed through Joystick mounted on the left armrest (includes FNR on joystick).

* No Steering Wheel will be available if this option is selected.

183E JDLink™



JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

2201 Less Payload Scale w/ Cycle Counter

4067 John Deere 9.0L - FT4/SV

John Deere PowerTech PSS Engine 9.0L Meets EPA FT4 & EU Stage V Emissions

6521 Main Counterweight & Rear Hitch w/ Pin

7026 Joystick Controls

Provides a single lever (joystick) control for the boom and the bucket.

Optional hydraulic functions are controlled with proportional thumb rollers integrated in the joystick handle (if equipped for applicable models).

7053 Two Function Hydraulics Controls boom and bucket only.

5133 Titan STL3 - 26.5R25 L3 1-Star Radial Tires w/ 5 PC Rims

5553 Full Coverage Front Fenders w/ Mudflaps

Includes:

- Full width front fenders
- Mudflaps

7408 Factory Pin-on Bucket Ready

For use when ordering factory installed pin-on buckets.

7880 5.50 YD (4.20 CM) Enhanced Performance

7458 Bolt-On Cutting Edge

7500 Less Fork Frame

7700 Less Tines

8065 Cold Weather Starting

Package includes:

- Ether Start Aid
- Block Heater

8501 Debris Package

Package includes:

- Cab Fresh Air Precleaner

8522 Guards - Bottom

8508 Auxiliary Equipment Package

Package includes:

- Beacon Light (Amber)
- Seat Belt Indicator Beacon Light (Green)
- Fire Extinguisher
- Slow Moving Vehicle Emblem
- License Plate Bracket

STANDARD WARRANTY:

12 MONTHS UNLIMITED HOURS FULL MACHINE WARRANTY.



JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

LIST PRICE	\$632,145.00
SOURCEWELL CONTRACT#: (#011723-JDC) 32%	-\$202,286.40
TOTAL	\$429,858.60

ADD ON COST PER THE SOURCEWELL CONTRACT:

FREIGHT IN TO DEALER & OUT TO CUSTOMER	\$13,000.00
PREDELIVERY INSPECTION & SET UP	\$1,500.00
NF-40 LVS Liquid Fire Suppression Installed @ JRE Shop by Fire Ex	\$26,561.00
Extended Warranty	
Power Train & Hydraulic Warranty for 36 Months or 3000 Hours	\$5,000.00
Whichever Comes First	

MACHINE TOTAL PRICE	\$475,919.60
---------------------	--------------

TRADE IN

744H WHEEL LOADER SERIAL# DW744HX584765	-\$22,000.00
---	--------------

TOTAL DUE	\$453,919.60
------------------	---------------------

MUNICIPAL LEASE WITH \$1 BUY OUT PAYMENTS

60 MONTHS 4.99% EST PAYMENT \$8,600.00
QUARTERLY 4.99% EST PAYMENT \$25,800.00
SEMI-ANNUAL 4.99% EST PAYMENT \$51,900.00
ANNUAL 4.99% EST PAYMENT \$104,825.00

Thank you.

Cliff Parks
Cell 540 -333-7983
245 Yard Master Ct
Stephenson, VA 22656

ACCEPT ORDER: _____ DATE: _____

[Print This Schedule](#)

Amortization Schedule by Calculators.org

Loan Date: 8/7/2026 Principal: \$453,919.60 Interest Rate: 4.99% Payment Interval: Annually # of Payments: 5 Payment: \$104,815.01					
Schedule of Payments Please allow for slight rounding differences.					
Pmt #	Date	Principal	Interest	Payment	Balance
1	Aug 7th 2027	\$82,164.42	\$22,650.59	\$104,815.01	\$371,755.18
2	Aug 7th 2028	\$86,264.43	\$18,550.58	\$104,815.01	\$285,490.75
3	Aug 7th 2029	\$90,569.02	\$14,245.99	\$104,815.01	\$194,921.73
4	Aug 7th 2030	\$95,088.42	\$9,726.59	\$104,815.01	\$99,833.31
5	Aug 7th 2031	\$99,833.31	\$4,981.68	\$104,814.99	\$0.00
Total	2031	\$453,919.60	\$70,155.43	\$524,075.03	\$0.00
Grand Total		\$453,919.60	\$70,155.43	\$524,075.03	\$0.00

[Close Window](#)



JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

7/29/2026

QUOTE EXPIRES 8/29/2026

PRICE IS SUBJECT TO CHANGE

Washington County Dept of Solid Waste
12630 Earth Care Road
Hagerstown, MD 21740

QUOTE

(1) NEW JOHN DEERE 410 P WHEEL LOADER BACKHOE

17E1T 410 P-Tier Backhoe Loader (Gen-B)

Option Codes

0202 United States

0351 Translated Text Labels

0259 English

0607 Level 3 Cab

Includes:

- Enclosed cab
- LED work lights
- Premium seat (air suspension, heat, and vented)
- Pull-down front sunshade

0652 Level 2 Performance Package

Includes:

- MFWD guard
- Boom protection plate
- Stabilizer guards
- Heavy duty stabilizer pads
- Heavy duty front grille screen

0950 Less Vision System

1210 Premium Package Radio AM/FM/Weather Radio, BT capable with microphone, and 3.5mm AUX

183N JDLink™

3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential 5F/3R autoshift transmission.

A single electric transmission control lever is mounted on the left side of steering column (forward/neutral/reverse). Powershift configurations include gear up and down buttons integrated into the loader lever handle. Autoshift can be turned on/off from the sealed switch module. When autoshift is off, the transmission will operate as a powershift.

4006 John Deere 4.5L - FT4/Stage IV Net peak power of 116 Hp.

5250 Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front - Rear tire chains require wheel spacers (AT347522).

6155 Dual Batteries with Disconnect and Jump Post 350 minute reserve capacity (1900 CCA).



JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

6752 Extendible Dipperstick
6577 1250 lb. (567 kg.) Front Counterweight
7002 Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)
7028 Pilot Controls, Two Lever, with Pattern Selection Proportional auxiliary control
7041 Loader Coupler, Three-Function Hydraulics, Single Lever Includes auto ride control Single-lever control with horn, and electrohydraulic (EH) proportional auxiliary roller and front attachments. Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube.
7806 24 in. Heavy-Duty Bucket, 6.9 cu. ft. Pin-on bucket includes 5 teeth, TK-system Fanggs
7704 Deere Standard Quick Coupler - 42 in. Thumb Ready
7864 94 in. (2.39 m.) Coupler Bucket General Purpose Coupler Bucket, 1.50 cu. yd. (1.15 cu. m.)
8030 Fire Extinguisher Bracket *ONLY*
8096 Premium Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1)
8089 Engine Coolant Heater 110 Volt (1000 Watts). Requires Dual Batteries code 6155.
8075 Diagnostic Oil Sampling Ports
Includes 4 ports:
Engine oil
Engine coolant
Transmission oil
Hydraulic oil
8226 LED 4-Corner Beacon Lights
8027 Thumb - 42 in. 4 Tine
AT308139 Forks, Pallet (2) 60 in. (1.52m) with 60 in. (1.52m) Coupler Fork Carriage

STANDARD WARRANTY:
12 MONTHS UNLIMITED HOURS FULL MACHINE WARRANTY.

LIST PRICE	\$283,043.00
SOURCEWELL CONTRACT#: (#011723-JDC) 41%	-\$116,047.63
TOTAL	\$166,995.37

ADD ON COST PER THE SOURCEWELL CONTRACT:

FREIGHT IN TO DEALER & OUT TO CUSTOMER	\$4,000.00
PREDELIVERY INSPECTION	\$1,000.00
NF-40 LVS Liquid Fire Suppression Installed @ JRE Shop by Fire Ex	\$14,500.00
Strickland 48" Tilt Bucket W/ Lines & Install	\$10,600.00
Extended Warranty	
Power Train & Hydraulic Warranty for 60 Months or 5000 Hours	\$4,200.00
Whichever Comes First	

MACHINE TOTAL PRICE	\$197,095.37
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JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

TRADE IN

410C WHEEL LOADER BACKHOE SERIAL# T0410CA762991

-\$7,000.00

TOTAL DUE

\$190,095.37

MUNICIPAL LEASE WITH \$1 BUY OUT PAYMENTS

60 MONTHS 4.99% EST PAYMENT \$3,600.00

QUARTERLY 4.99% EST PAYMENT \$10,800.00

SEMI-ANNUAL 4.99% EST PAYMENT \$21,725.00

ANNUAL 4.99% EST PAYMENT \$43,900.00

Thank you.

Cliff Parks
Cell 540 -333-7983
245 Yard Master Ct
Stephenson, VA 22656

ACCEPT ORDER: _____ DATE: _____

[Print This Schedule](#)

Amortization Schedule by Calculators.org

Loan Date: 8/7/2026 Principal: \$190,095.37 Interest Rate: 4.99% Payment Interval: Annually # of Payments: 5 Payment: \$43,895.10					
Schedule of Payments Please allow for slight rounding differences.					
Pmt #	Date	Principal	Interest	Payment	Balance
1	Aug 7th 2027	\$34,409.34	\$9,485.76	\$43,895.10	\$155,686.03
2	Aug 7th 2028	\$36,126.37	\$7,768.73	\$43,895.10	\$119,559.66
3	Aug 7th 2029	\$37,929.07	\$5,966.03	\$43,895.10	\$81,630.59
4	Aug 7th 2030	\$39,821.73	\$4,073.37	\$43,895.10	\$41,808.86
5	Aug 7th 2031	\$41,808.86	\$2,086.26	\$43,895.12	\$0.00
Total	2031	\$190,095.37	\$29,380.15	\$219,475.52	\$0.00
Grand Total		\$190,095.37	\$29,380.15	\$219,475.52	\$0.00

[Close Window](#)



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement - (PUR-1843) One (1) Drug Analyzer

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Director, Office of Procurement, Sheriff Brian Albert, Washington County Sheriff's Office, and Sergeant Clayton Stottlemeyer, Washington County Narcotics Task Force

RECOMMENDATION: Move to authorize a Sole Source Procurement for One (1) Drug Analyzer for the Narcotics Task Force / Washington County Sheriff's Department in the amount of \$140,484.18 from Agilent of Wilmington, DE.

REPORT-IN-BRIEF: Drug analyzers are devices or laboratory instruments used to identify and measure chemical substances, illegal drugs, or pharmaceutical compounds in physical samples or biological fluids. The analyzers are used to provide fast, reliable results for law enforcement. This analyzer is compatible with other existing equipment.

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.

FISCAL IMPACT: Funding is available in the FY27 Contraband account 600600-51-51010 for this purchase.

CONCURRENCES: Sheriff Brian Albert, Washington County Sheriff's Office and Brandi Kentner, Director, Office of Procurement

ALTERNATIVES: N/A

ATTACHMENTS: Agilent Quote dated 6/30/26



Agilent Technologies, Inc.
2850 Centerville Rd
Wilmington DE 19808
U.S.A.

Prepared For:
Jessica Shaffer
City of Hagerstown
Police Dept
50 N Burhans Blvd
HAGERSTOWN MD 21740-4661

Quotation

Quote No: 7358286	Quote Expiration Date: 09/28/26
Incoterms: Delivered duty paid	Payment Terms: Net 30 Days
Estimated Delivery (weeks): 7	
Your Agilent Representative: Jessica Andujo (443) 624-0668 JESS.ANDUJO@AGILENT.COM	
To Place an Order: Phone:1-800-227-9770 option 1 Fax:1-302-633-8953 email:Lscainstrumentsales@agilent.com website:www.agilent.com/store Order Online	

Item	Product ID and Description	Qty/UOM	Unit List Price	Discount Amount	Ext Net Price	Surcharge Amt	Total with Surcharge
1	G7077CA 5977C Inert Plus MSD Turbo EI Bundle With the following configuration: Ship-to Country - USA Choose GC - MS for Intuvo 9000 GC (250) Substitute Oil Free Pump (995) - Selected Select Columns - J&W HP-5Q 30m 0.25mm 0.25mm 015 - J&W HP-5Q 30 m, 0.25 mm, 0.25 µm 250 - MSD FOR INTUVO 9000 GC 995 - SUBSTITUTE OIL FREE DIAPHRAGM PUMP Installation (44K) Introduction (44L) The following Special Discount has been applied: 35.0 %	1 EA	108,009.00	37,803.15	70,205.85	1,633.94	71,839.79
2	G3950AR Agilent Certified Pre-owned Intuvo 9000 GC System. Available with SSL/Splitless capillary EPC or air-cooled MMI inlet; and choice of FID, MSD interface, or TCD detector. With the following configuration: See Certified Pre-Owned products first come, first serve policy at the end of the quotation. Ship-to Country - USA	1 EA	35,600.00	20,648.00	14,952.00	352.88	15,304.88

7693A Tray Support (100) - Selected (#100)
 Inlet 1 (164,165,166) - INERT Cap S/SL inlet with EPC
 Detector 1 (167,168,169) - Mass Spectrometer Detector Int
 Exhaust Kit (306) - Selected (306)
 Gas Clean Kit (307) - Selected (307)
 100 - Intuvo 9000 7693A Tray Support Assembly
 164 - INERT Cap S/SL inlet with EPC - 100psi
 168 - Mass Spectrometer Detector Interface
 306 - Exhaust Kit
 307 - Gas Clean Carrier Gas Kit for 9000
 Installation (44K)
 Introduction (44L)

The following Special Discount has been applied: 58.0 %

3	19091S-433UI-INT	2 EA	1,123.00	224.60	2,021.40	50.54	2,071.94
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HP-5MS UI 30m, 0.25mm, 0.25um,Intuvo

The following Special Discount has been applied: 10.0 %

4	G4513A	1 EA	12,093.00	2,418.60	9,674.40	221.18	9,895.58
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7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and solvent bottles.

With the following configuration:

Ship-to Country - USA

Installation (44K)

Introduction (44L)

The following Special Discount has been applied: 20.0 %

5	G4514A	1 EA	14,225.00	2,845.00	11,380.00	263.48	11,643.48
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7693 Tray, 150 vial includes three removable

With the following configuration:

Ship-to Country - USA

Installation (44K)

Introduction (44L)

The following Special Discount has been applied: 20.0 %

6	G1033C	1 EA	8,637.00	1,727.40	6,909.60	172.74	7,082.34
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Latest NIST MS Library Bundle includes over 350K EI spectra for over 300K compounds (40K increase) and GC Methods/Retention indices library (nist_ri) with 139K compounds

The following Special Discount has been applied: 20.0 %

7	M5890AA	2 EA	8,087.00	5,013.94	11,160.06	159.91	11,319.97
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MassHunter Workstation for GCMS Systems

With the following configuration:

Ship-to Country - USA

200 - For GC/MSD with ChemStation DA

Installation (44K)

Introduction (44L)

1 Year SW Update/Phone Assist (44W)

The following Special Discount has been applied: 31.0 %

8	M6081AA	1 EA	7,446.00	2,084.88	5,361.12	126.13	5,487.25
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Standard MassHunter Ready Workstation Personal Computer including monitor. For use with any GC/MS or LC/MS system except 6546 LC/Q-TOF system and 7250 GC/Q-TOF system.

With the following configuration:

Ship-to Country - USA

Installation (44K)

The following Special Discount has been applied: 28.0 %

9	SYS-GM-5977T	1 EA	24,000.00	23,760.00	240.00	0.00	240.00
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GCMS 5977 Turbo System

With the following configuration:

Enhanced Ext.Wty -Govt/Acad -3yrs Total

The following Special Discount has been applied: 99.0 %

10	5190-5105-025	1 EA	1,247.00	523.74	723.26	18.08	741.34
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Universal, UI, Mid-Frit Liner, 870 ul, 4 mm, 25/pk

The following Special Discount has been applied: 42.0 %

11	G7005-60061	4 EA	237.00	398.16	549.84	13.75	563.59
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Filament,high temperature EI for GCMS

The following Special Discount has been applied: 42.0 %

12	G4513-80204	4 EA	87.05	146.24	201.96	5.05	207.01
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Syringe, 10ul FN 23-26s/42/HP

The following Special Discount has been applied: 42.0 %

13	5190-9072	1 EA	143.00	60.06	82.94	2.07	85.01
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Intuvo Polyimide Gasket 5/pack

The following Special Discount has been applied: 42.0 %

Total List: 231,116.20 USD

Total Discount: 97,653.77 USD

Total Net: 133,462.43 USD

Shipping & Handling: 4,002.00 USD

Surcharge: 3,019.75 USD

Total Net with Shipping and Surcharge: 140,484.18 USD

Estimated Taxes: 0.00 USD

Total Quote: 140,484.18 USD

Agilent Financial Solutions

Leasing estimate is based on a total cost of 140,484.18 USD.

	24 Months (USD)	36 Months (USD)	48 Months (USD)	60 Months (USD)
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Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement (PUR-1844) – Annual Maintenance Agreement for Hamilton Ventilators for the Division of Emergency Services (DES)

PRESENTATION DATE: August 25, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Eric Jacobs, Operations Manager, Division of Emergency Services; and David Chisholm, Deputy Director – Operations, Division of Emergency Services

RECOMMENDED MOTION: Move to award a five (5) year contract for Hamilton Ventilators for the Division of Emergency Services to Hamilton Medical of Reno, NV for the amount of \$59,625 based on its proposal dated July 10, 2026.

REPORT-IN-BRIEF: A ventilator is a medical device used to provide consistent breaths to the non-breathing patient and allows the clinician to utilize various settings to optimize the ventilations to benefit the patient. Patients needing artificial ventilation include those in cardiac or respiratory arrest, those critically ill or injured patients requiring sedation, paralysis and intubation so that the clinician can provide adequate ventilation and those patients who are on a long-term ventilator due to their medical condition.

These devices require annual maintenance and calibration to ensure that they are functioning correctly. This maintenance agreement provides for that service and provides for needed repairs due to damage. It also provides a “loaner” device and covers the cost of any shipping and handling if the device cannot be repaired on site.

The Department of Emergency Services 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: N/A

FISCAL IMPACT: Funds are available in the department's operating budget account 515000-10-11520 in the amount of \$11,925, billed annually.

CONCURRENCES: Dave Hayes, Division Director – DES, Brandi Kentner, CPPO, Director, Office of Procurement

ALTERNATIVES: N/A

ATTACHMENTS: Hamilton Medical Quote dated 7/10/26

AUDIO/VISUAL NEEDS: N/A

Quote Date: 7/10/2026

Washington County Division of Emergency Services
16232 Elliott Parkway
Williamsport, Maryland 21795
Attention: Dave Chisholm
+12403134360
dchisholm@washco-md.net

Emergency Medical Services

WCDoES.071026.KS

Qty	PART #	DESCRIPTION	UNIT LIST PRICE	QUOTED PRICE	EXTENDED DISCOUNT	EXTENDED PRICE
Additional Items						
25	10177026	HAMILTON-T1 EMS Ultimate All-inclusive Depot Service Contract ; Includes one annual PM. All parts, labor, and standard shipping charges to and from Reno, NV. HAMILTON-T1 loaner included. Includes physical damage.	\$2,650.00	\$2,385.00		\$59,625.00
Sub Total						\$59,625.00
Trade-in						\$0.00
Sub Total						\$59,625.00
					Sales Tax	0.000% \$0.00
					Shipping Charges	\$0.00
					Quantity Discount	\$0.00
Quote Total						\$59,625.00
Finance Option			No. of Periods (Months)	0	Monthly Payment	\$0.00

Comments: Tier 1. 5 vents, 5 years. ULTIMATE SERVICE DEPOT TO BE BILLED ANNUALLY

Hamilton Medical Inc. Emergency Medical Services Terms and Conditions of Sale

- Prices**
Prices are in US Dollars.
- Payment terms**
NET 30 days after invoice date. Payment terms are not extended while waiting for the issuance of a credit.
- Freight terms**
FOB Origin Pre-paid and added
- Warranty**
Two year parts & One year labor on new equipment. Ninety (90) day warranty on any upgrade parts. Extended warranties are available. The CO2 Capnostat 5 sensor and Aerogen cable have a One year manufacturer's warranty. All turbines installed in Hamilton-C1/T1/MR1/C6/C3 ventilators shipped from Hamilton Medical AG on or after July 1st, 2014 are warrantied for five (5) years against defects in design, material and workmanship under normal use for which it is intended. During the warranty period, Hamilton Medical will repair or replace, at its discretion, defective components or assemblies.
- Validity:**
The prices quoted are valid through November 30th, 2026.
- Technical Support**
Twenty four-hour/seven days per week / three hundred sixty five days per year telephone technical support is provided at no charge for the life of the Hamilton Medical, Inc. equipment.
- Special Conditions**
Hamilton Medical, Inc. does not supply; the cables, hardware, software or middle ware needed to integrate Hamilton Medical equipment with any facilities current Hospital Information or Electronic Medical Record systems.
- Trade-In Equipment**
Quotations that include trade-in equipment; Hamilton Medical may offer a trade-in credit, per competitive ventilator, on a one-to-one basis. To receive the trade-in credit, the serial numbers for all trade-in devices must be included with the purchase order. A mutual agreement for the arrangement of the disposal/transfer of the trade-in ventilators needs to be made within 30 days after the delivery of the new equipment. All trade-in equipment must either be destroyed or released to an authorized Hamilton Medical representative within 60 days after the delivery of the new equipment. Failure to meet the stated dates will result in forfeiture of the total trade-in credit. Trade-in values may fluctuate based on market demand.
- Delivery**
Expected delivery within 60 days of receipt & acceptance of purchase order.
- Advertising & Promotion**
Hamilton Medical may include information about the use of Hamilton Medical products at through Hamilton Medical's distribution channels; including but not limited to, web sites, press releases and reference lists, in the form of text and/or photographic images. Prior to use and publication, all copy shall be forwarded for its approval, which approval shall not be unreasonably withheld or delayed.
- Purchase Orders**
Purchase orders can be placed via GHX or by sending an e-mail to customer.service@hamiltonmedical.com.
- Service Training Tuition**
If applicable, service training tuition credits are valid for three years from the date of invoice. If the tuition is not used within three years, it will be forfeited and cancelled.
- Financing**

Monthly payment is based on credit approval. All submitted documentation must be satisfactory to Hamilton Medical Financial. Should you have any questions, please contact your Hamilton Account Manager.

14. Sales Tax

Sales tax will be included on quotations for facilities that do not have a tax exemption certificate on file with Hamilton Medical, Inc. If applicable, provide Hamilton Medical, Inc. with a current tax exemption certificate to receive a quotation without sales tax. Once a current tax exemption certificate is provided, Hamilton Medical, Inc. will update your account to reflect the tax exempt status.

All information and pricing contained in this agreement is legally privileged and/or CONFIDENTIAL information to be shared only between Hamilton Medical Inc. and the direct recipient of this quote. You are hereby notified that any dissemination, distribution or copying of this agreement and/or Exhibits outside of Hamilton Medical Inc. and employees is strictly prohibited.

Quote Date Friday, July 10, 2026

Account Manager Kirk Smith

Account Manager Phone: (302) 545-1376

Account Manager Email kirk.smith@hamiltonmedical.com

Phone:(775)858-3200

Fax:(775)856-5621

www.hamilton-medical.com

Version 17.4



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1810) Regional Park Trail Bridge

PRESENTATION DATE: August 25, 2026

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

RECOMMENDED MOTION: Move to award the contract for the Regional Park Trail Bridge to the responsive, responsible company Creative Pultrusions, Inc., of Alum Bank, PA, with the lowest total lump sum bid amount of \$51,190.

REPORT-IN-BRIEF: The work under this contract includes designing, manufacturing, and delivery of a Fiber Reinforced Polymer (FRP) Prefabricated Bridge for the Regional Park Trail Project. The bridge shall be a wide-flange (WF) beam or truss bridge designed to carry pedestrian, bicycle, ATV, RTV, UTV, golf cart and up to single H5 emergency vehicle traffic (10,000 lbs.).

The Invitation to Bid was advertised on EUNA the County's online bidding website and on the State's "eMaryland Marketplace Advantage" website. Eighteen (18) persons/companies registered/downloaded the bid document online. One (1) bid was received.

DISCUSSION: The prefabricated 25-foot span bridge procurement is part of the larger upcoming 1.85-mile Regional Park Multipurpose Trail project. Procuring the bridge separately will allow its design, fabrication, and construction shop drawings to be completed in advance of advertising the trail construction contract. This approach will provide greater cost and schedule predictability for the trail construction contractor, eliminate contractor markups associated with bridge procurement, and reduce the overall project lead time. The bridge is planned for installation during an early phase of trail construction, making advance procurement particularly beneficial to maintaining the project schedule.

A fiberglass and composite decking bridge is preferred due to its durable and lightweight materials. The reduced weight will allow the bridge to be transported and installed at the crossing with minimal heavy equipment, reducing the need for cranes and limiting associated land disturbance and tree removal. The fiberglass and composite materials will also provide long-term durability without the corrosion, decay, or routine painting requirements associated with conventional steel or timber bridge materials.

FISCAL IMPACT: Funds are budgeted in the capital improvement plan account 30-11900-REC052 Regional Park Walking/Hiking Trail

CONCURRENCES: Carin Bakner, CPPB, Buyer, Office of Procurement, and Andrew Eshleman, P.E., Division Director of Public Works

ALTERNATIVES: Do not award bid and revise the full project scope

ATTACHMENTS: Bid Tabulation

AUDIO/VISUAL NEEDS: N/A

PUR-1810
Regional Park Trail Bridge

				Creative Pultrusions, Inc. Alum Bank, PA	
				Total Price	\$51,190.00
Line #	Description	QTY	UOM	Unit	Extended
1	The work includes designing, manufacturing, and delivery of a Fiber Reinforced Polymer (FRP) Prefabricated Bridge for the Regional Park Trail Project located at 20025 Mt. Aetna Road, Hagerstown, Maryland 21742.	1	LS	\$51,190.00	\$51,190.00

Bids Opened: August 12, 2026



Agenda Report Form

Open Session Item

SUBJECT: Governor's Office of Crime Control and Prevention - Residential Substance Abuse Treatment Program – Approval to Submit Application and Accept Funding

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Carsten Ahrens, Senior Grant Manager and Meaghan Willis, Program Director, Washington County Sheriff's Office.

RECOMMENDED MOTION: Move to approve the submission of the grant application for the Residential Substance Abuse Treatment Program to the Governor's Office of Crime Control and Prevention in the amount of \$200,000 and accept funding as awarded.

REPORT-IN-BRIEF: The Residential Substance Abuse Treatment (RSAT) Program grant will support the Washington County Detention Center's Jail-Based Medication-Assisted Treatment (MAT) Program by funding a contracted part-time Peer Recovery Specialist, long-acting injectable buprenorphine, and low-barrier reentry supports. The Peer Recovery Specialist will engage individuals before and after release from the detention center, facilitate linkage to substance use and behavioral health treatment, provide referrals to community resources, and assist with successful reentry. Grant funds will also provide long-acting injectable buprenorphine to promote continuity of care and essential reentry items, such as cellular phones and clothing, to reduce barriers to treatment engagement. These services will strengthen the continuum of care for justice-involved individuals, support recovery, and reduce recidivism and overdose risk.

DISCUSSION: The Washington County Office of Grant Management has reviewed the application and program guidelines. There is an in-kind or cash match requirement associated with the grant, estimated on the GOCPP website at \$66,667. Which will be accomplished through in-kind payroll match of 2 WCSO employees.

FISCAL IMPACT: Provides \$200,000 to the Washington County Sheriff's Office to fund the RSAT program.

CONCURRENCES: Maria Kramer, Office of Grant Management.

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: JA Horst & Sons LLC Conservation Reserve Enhancement Program (CREP) Easement proposal

PRESENTATION DATE: August 25, 2026

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

RECOMMENDED MOTION: Move to approve the JA Horst & Sons LLP CREP easement project, paid for 100% by the State, in the amount of \$97,350.00 for 20.00 easement acres, to adopt an ordinance approving the purchase of the easement, and to authorize the execution of the necessary documentation to finalize the easement purchase.

REPORT-IN-BRIEF: The JA Horst & Sons LLP property is located on Ashton Road, Clear Spring, and will protect 14 acres of woodland and 6 acres of pastureland, and serve to buffer roughly 1,950 linear feet of Toms Run.

Washington County has been funded to purchase CREP easements on over 2,000 acres of land since 2010. The JA Horst & Sons LLP easement will serve to both protect Maryland waterways, as well as preserve the agricultural, historic, cultural and natural characteristics of the land.

DISCUSSION: For FY 2027, the State of Maryland is awarding CREP grants to eligible properties on a project by project basis. Following County approval, the application will be submitted for State funding approval.

FISCAL IMPACT: CREP funds are 100% State dollars. In addition to the easement funds, the County receives up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance costs and funds to cover all legal costs and surveys.

CONCURRENCES: DNR staff approves and supports our program. A final money allocation will be approved by the State Board of Public Works.

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

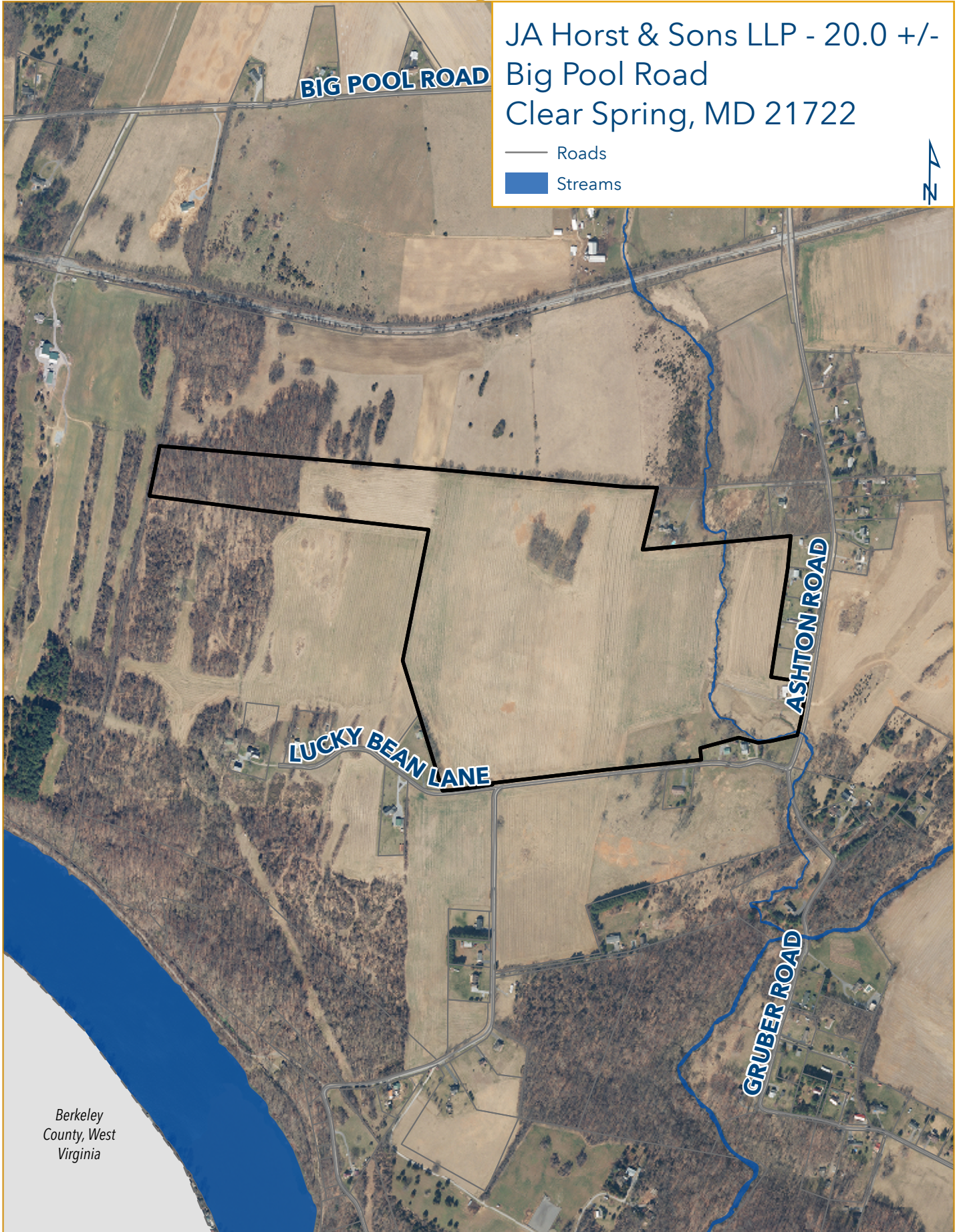
ATTACHMENTS: Aerial Map, Location Map, Detail Map, Ordinance

AUDIO/VISUAL NEEDS: Aerial Map



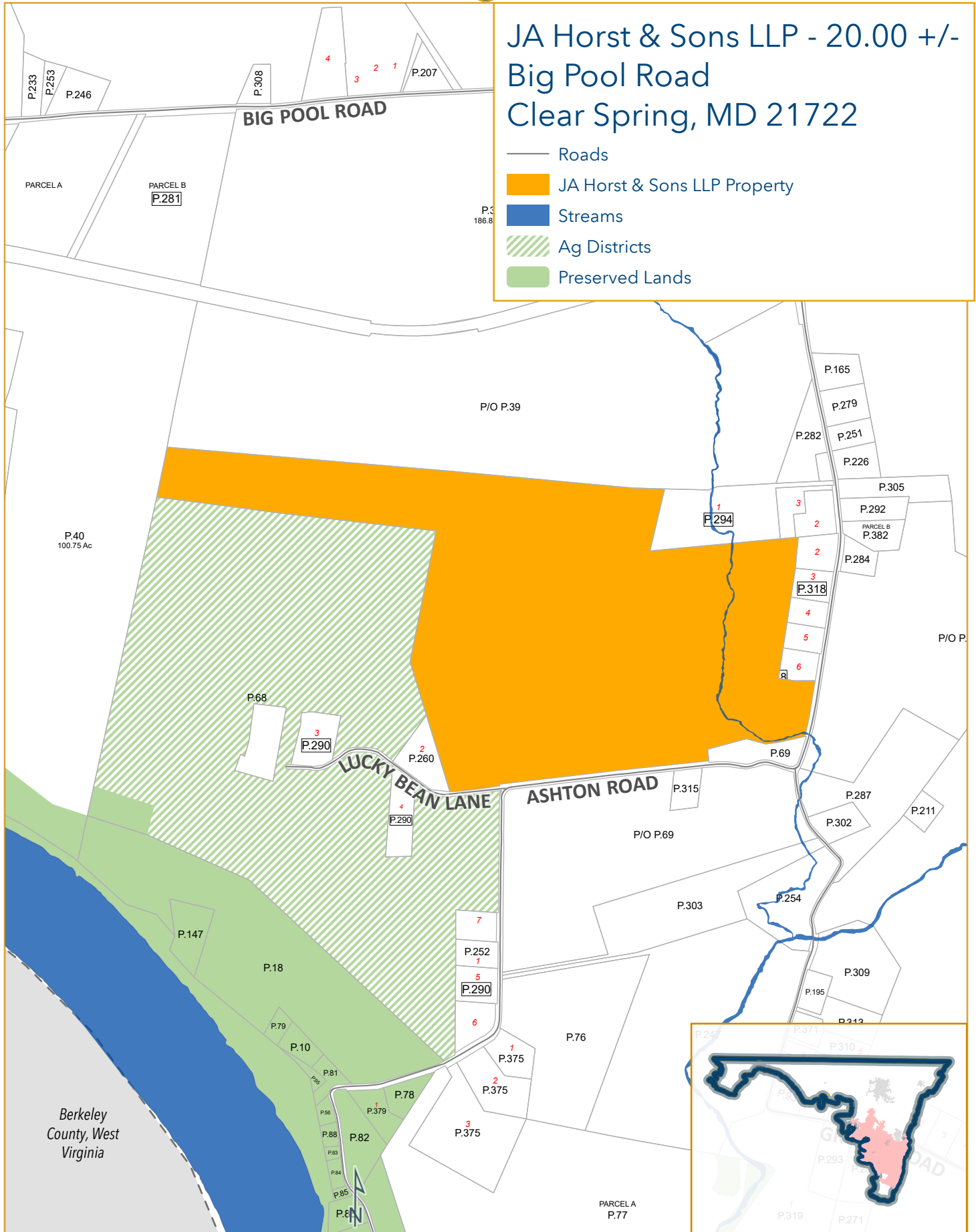
JA Horst & Sons LLP - 20.0 +/-
Big Pool Road
Clear Spring, MD 21722

— Roads
■ Streams



Berkeley
County, West
Virginia





**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION
EASEMENT UNDER THE MARYLAND CONSERVATION RESERVE
ENHANCEMENT PROGRAM (CREP)**

(Re: JA Horst & Sons LLP CREP Easement)

RECITALS

1. The Maryland Conservation Reserve Enhancement Program ("CREP") is a federal-State natural resources conservation program that addresses state and nationally significant agricultural related environmental concerns related to agriculture.

2. CREP provides financial incentives to program participants to voluntarily remove cropland and marginal pastureland from agricultural production in order to improve, protect, and enhance water quality in the Chesapeake Bay watershed and replacing it with the best management practices including establishment of riparian buffers, grass plantings, forbs, shrubs and trees, stabilization of highly erodible soils, habitat restoration for plant and animal species, and restoration of wetlands.

3. Protection is provided through the acquisition of easements and fee estates from willing landowners currently holding a fifteen (15) year CREP contract and the supporting activities of CREP Sponsors and local governments.

4. For FY2027, the State of Maryland ("State") is awarding CREP grants to eligible properties on a project-by-project basis. Following County approval, the application will be submitted for State funding approval.

5. JA Horst & Sons LLP is the owner of real property consisting of 20.00 easement acres, more or less, (the "Property") in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.

6. The County has agreed to pay the approximate sum of NINETY-SEVEN THOUSAND, THREE HUNDRED FIFTY DOLLARS AND NO CENTS CENTS (\$97,350.00), which is a portion of the CREP Funds, to the Property Owner in exchange for a Deed of Conservation Easement on the Property (the "JA Horst & Sons LLP CREP Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that the purchase of the JA Horst & Sons LLP CREP Easement is 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 JA Horst & Sons LLP CREP Easement.

ADOPTED this ____ day of August, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Rosalinda Pascual
Deputy County Attorney

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

EXHIBIT A--DESCRIPTION OF EASEMENT AREA

ALL those lots or parcels of land, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 4, Washington County, Maryland, being part of the parcel identified by tax account no. 04-065390, and being depicted and described on the Plat(s) entitled "Survey of CREP Easement for J.A. Horst & Sons, LLP" recorded at Miscellaneous Plat Folios 1161-1162 among the Plat Records of Washington County, Maryland, as follows:

CREP MATCH
EASEMENT AREA 1
7.18 AC.

CREP MATCH
EASEMENT AREA 2
1.75 AC.

CREP MATCH
EASEMENT AREA 3
5.57 AC.

CREP CONTRACT
EASEMENT AREA 1
1.47 AC.

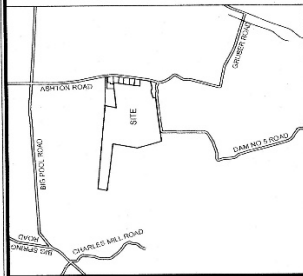
CREP CONTRACT
EASEMENT AREA 2
1.60 AC.

CREP CONTRACT
EASEMENT AREA 3
1.33 AC.

CREP CONTRACT
EASEMENT AREA 4
0.81 AC.

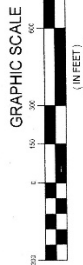
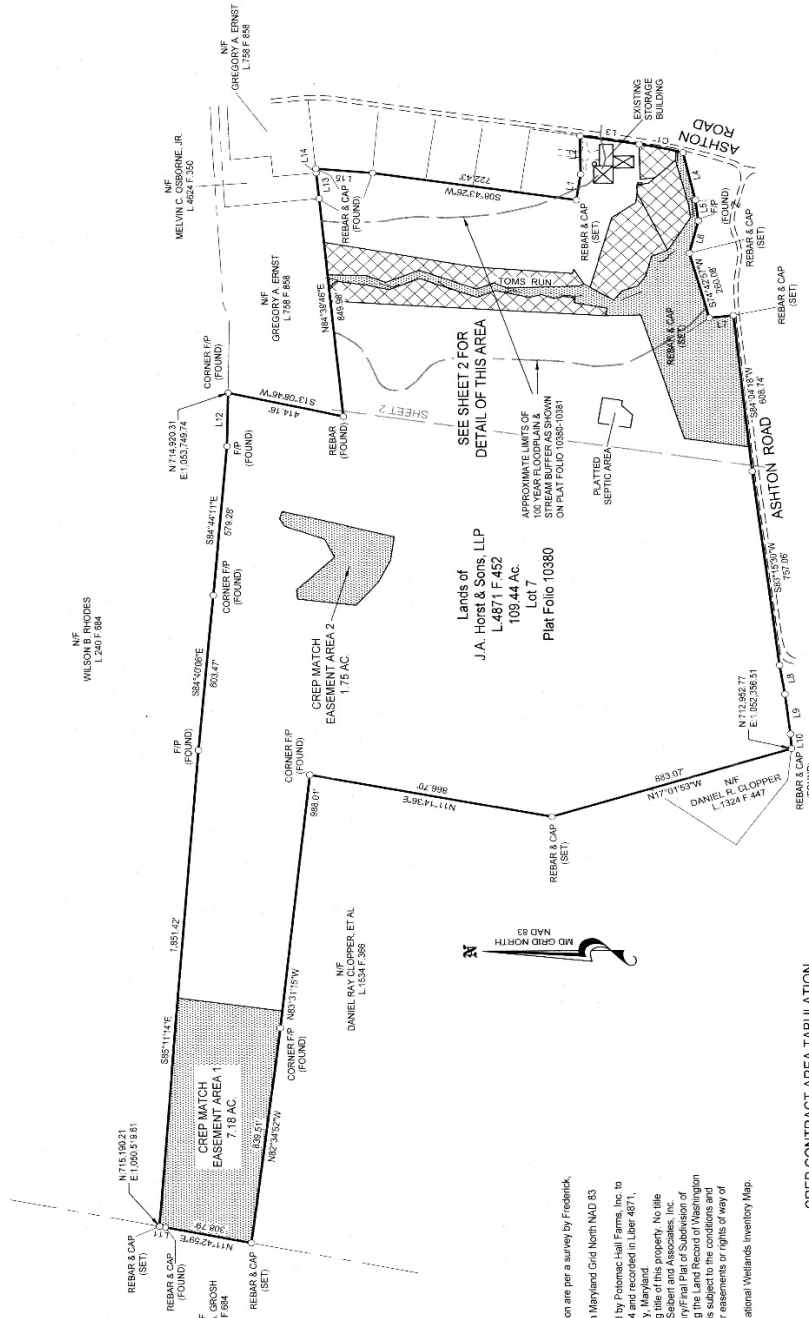
CREP CONTRACT
EASEMENT AREA 5
0.29 AC.

5.50 Ac. CREP Contract Area
+14.50 Ac. CREP Match Area
20.00 Total CREP Area



Vicinity Map

Scale: 1"=300'



MISC. PLAT NO. 1161
DATE 7-27-26
WASHINGTON COUNTY

- NOTES:
1. Boundary lines and easement boundaries shown hereon are per a survey by Frederick, Seibert & Associates, Inc.
 2. Bearings and coordinates shown hereon are based on Maryland Grid North NAD 83.
 3. The lands shown hereon are all of the lands conveyed by Potomac Hall Farms, Inc. to J.A. Horst & Sons, LLP by deed dated December 5, 2014 and recorded in Liber 4871, folio 462 among the Land Records of Washington County, Maryland.
 4. This plat is not intended to show every matter affecting title of this property. No title insurance is being issued by this survey.
 5. Reference is hereby made to a plat entitled "Primary Final Plat of Subdivision of Lots 6 & 7 for Potomac Hall Farms, Inc." recorded among the Land Record of Washington County, Maryland at Plat Folio 10380-10381. Property is subject to the conditions and restrictions shown thereon as well as to any and all other easements or rights of way of record and shown hereon.
 6. Toms Run is shown as wetland type R2UBH on the National Wetlands Inventory Map.

CREP CONTRACT AREA TABULATION

1.47 Ac. (Contract Area 1)
1.60 Ac. (Contract Area 2)
1.33 Ac. (Contract Area 3)
0.81 Ac. (Contract Area 4)
+0.29 Ac. (Contract Area 5)
5.50 Ac. (Total CREP Contract Area)

CREP MATCH AREA TABULATION

7.18 Ac. (CREP Match Area 1)
1.75 Ac. (CREP Match Area 2)
+5.57 Ac. (CREP Match Area 3)
14.50 Ac. (Total CREP Match Area)

CREP AREA TABULATION

5.50 Ac. (CREP Contract Area)
+14.50 Ac. (CREP Match Area)
20.00 Ac. (Total CREP Area)

Professional Certification
I hereby certify that the foregoing documents were prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland. License No. 21616, Expiration Date 1/16/2027.

David H. Harman
Date 7-24-26
Professional Land Surveyor



LINE	BEARING	DISTANCE
L1	S80°44'03"E	100.94
L2	N87°54'23"E	148.80
L3	S30°15'17"W	209.96
L4	S65°02'27"W	81.84
L5	N15°10'58"W	100.26
L6	S50°49'53"E	85.32
L7	S81°01'38"W	114.72
L8	S87°01'45"W	58.19
L9	N11°30'41"E	212.11
L10	S88°31'28"E	207.61
L11	N84°39'51"E	100.00
L12	S52°16'28"W	203.56

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1473.30'	5°09'32"	197.26'	S17°19'28"W	157.19'

TAX MAP 46-16-318 DISTRICT 4
DRAWING NUMBER 1 OF 2
DATE 6/23/26
M. Cusack
CHECKED BY: DATE: SCALE: 1" = 300'

FREDERICK SEIBERT & ASSOCIATES, INC. CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS
128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740
20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225
P.O. BOX 1007
HAGERSTOWN, MD 21740

Survey of CREP Easement
for
J.A. Horst & Sons, LLP
Situate along the northwest side
of Ashton Road
WASHINGTON COUNTY, MARYLAND



Agenda Report Form

Open Session Item

SUBJECT: State Homeland Security Grant Program– Approval to Submit Grant Application and Accept Awarded Funding

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Cody Swope, Emergency Management Specialist and Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: We are requesting ratification of the submission of our application of the State Homeland Security Grant to the Maryland Emergency Management Agency in the amount of \$93,089.78 and a motion to accept funding as awarded.

REPORT-IN-BRIEF: Due to the delayed release of the Notice of Funding Opportunity from the Maryland Emergency Management Agency and the constricted application submission deadline, we proceeded to sign and submit the grant application on the deadline (8/3/2026).

The State Homeland Security Grant program is administered by the Federal Emergency Management Agency (FEMA) and passes through the State Emergency Management Agency to be distributed to local jurisdictions. The program is intended to enhance and maintain current Homeland Security initiatives as they pertain to prevention, preparedness, response, recovery, and mitigation. The grant will cover operational costs and other costs which include training, equipment, public outreach and response capabilities.

DISCUSSION: The Office of Grant Management has reviewed the grant guidelines. The performance period for this federal grant is October 1, 2026 through August 31, 2029. There is no matching fund requirement associated with this grant.

FISCAL IMPACT: Provides \$93,089.78 for Emergency Management related expenses which may otherwise be charged to the Emergency Management budget.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Emergency Management Performance Grant – Approval to ratify the Submission of the Grant Application and Accept Awarded Funding

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Cody Swope, Emergency Management Specialist, and Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: We are requesting ratification of the submission of our application for the Emergency Management Performance Grant Program to the Maryland Department of Emergency Management (MDEM) agency and a motion to accept the funding as awarded by the agency.

REPORT-IN-BRIEF: Due to the delayed release of the Notice of Funding Opportunity from the State Emergency Management Agency and the constricted application submission deadline, we proceeded to sign and submit the grant application on the deadline (7/15/2026). We are requesting ratification of the submission of the Emergency Management Performance Grant to the MDEM Agency and approval to accept the funding as awarded by the agency.

DISCUSSION: The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, tribal, and territorial emergency management agencies in obtaining the resources required to support the National Preparedness Goals associated with the areas and core capabilities. The MDEM is expected to award the County \$97,907.22, which will fund other related equipment for emergency management.

The Office of Grant Management has reviewed the grant guidelines. The performance period for this federal grant is October 1, 2026, through September 30, 2028. The funding will be used for operating expenses. There is a 100% match required for this grant, which will be accomplished by using the Director of Emergency Management salary.

FISCAL IMPACT: Provides \$97,907.22 for Emergency Management-related expenses, which may otherwise be charged to the Emergency Management budget.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Pass-Through Fund Agreement with Community Foundation of Washington County, MD, Inc.

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Zachary Kieffer, County Attorney and Alan Matheny, Director of Emergency Management and Communications

RECOMMENDED MOTION: Move to Approve the Pass-Through Fund Agreement.

REPORT-IN-BRIEF: Director Matheny had an initial discussion with the Community Foundation in setting up a fund to handle donations, in the event of an emergency or disaster event. Alan worked with the County Attorney's Office to review the proposed agreement.

DISCUSSION: The intent of the agreement is to establish a fund with the Community Foundation. The purpose of the fund is to provide financial support for initiatives that support Washington County in times of emergencies. Setting up a fund with the Community Foundation provides a mechanism by which tax deductible donations can be made to the fund, which then may be distributed to the County in the event of an emergency. The fund will be a cash account and not subject to investments. Community Foundation will charge a management fee in the amount equal to 1.5% of the annual distributions.

FISCAL IMPACT: N/A

CONCURRENCES: County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: Draft Pass-Through Fund Agreement

AUDIO/VISUAL NEEDS: N/A

COMMUNITY FOUNDATION OF WASHINGTON COUNTY, MD, INC.

PASS THROUGH FUND AGREEMENT

A *Pass Through Fund* provides a mechanism for organizations or individuals to contribute to a charitable purposes, with the clear understanding that the entire gift principal will be distributed at the founding donor's recommendation and with Community Foundation approval. Pass Through funds do not become part of the Foundation investment portfolio.

THIS AGREEMENT ("Agreement") is made the __ day of _____, 2026 between THE COMMUNITY FOUNDATION OF WASHINGTON COUNTY MD, INC. (CFWC), a not-for-profit Maryland corporation and community foundation ("Foundation"), and the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, a political subdivision of the State of Maryland ("Founding Donor(s)") to create a Pass Through (Fund") of the Foundation. All persons and organizations ("Contributors") making contributions to the Fund shall be bound by the terms of the Agreement. This Agreement shall be interpreted under the laws of the State of Maryland.

1. Name of the Fund

The fund will be held under the event/fund name of **Washington County Emergency Management Fund**

2. Property of the Fund

The Foundation acknowledges receipt of **funds will be collected as needed** as the initial property of the Fund. The Fund shall include such additional property as may be contributed by donor(s) for inclusion in the Fund, and all undistributed investment returns from such property.

All transfers of property under this Agreement are subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization (i) described in section 501(c)(3) of the Internal Revenue Code of 1986 ("Code") and (ii) which is not a private foundation as defined in section 509(a) of the Code.

3. Characteristics of the Fund

It is intended that the Fund shall be a component part of the Foundation as defined in section 1.170-A-9(e)(11) of the Internal Revenue Regulations. The Foundation shall, make disbursements from the Fund exclusively for general charitable uses and purposes, in accordance with the provisions specified in the Articles of Incorporation, the by-laws, and rules and regulations governing the Foundation.

4. Purpose

The purpose of this Fund shall be to provide financial support for current initiatives that support **Washington County in times of Emergencies.**

5. Disbursements from the Fund

It is the general policy of the Foundation that the entire principal of each Pass Through Fund be expendable. **Donations will be collected and distributed for the charitable purpose, the entire principal will be available to be distributed.**

6. Investment of Fund

The Foundation and the members of the Board of Trustees, while acting in good faith, and in the absence of willful default or gross negligence, shall not be liable or held responsible for any loss or depreciation in the value of the Fund resulting from any of the investments or reinvestments made pursuant to the powers herein granted. **This fund will be held on a cash account and not subject to investments.**

7. Compensation to the Foundation

As compensation for its services, the Foundation shall receive a management fee, which it customarily charges for services of a nature similar to those herein. The **Washington County Emergency Management Fund** will be charged **1.5% of its annual distributions as a fee, assessed in January of each year based on calendar year distributions** (i.e. \$50,000 distributed from fund Jan.-Dec. will be charged \$750, which can either be deducted from the fund or paid by check in January annually.)

Additional Fees:

1. Any merchant service fees associated with credit/debit card donations made to the WC Fund(s) will be expensed to the Fund at the rate charged.
2. Any bank charges for returned checks will be expensed to the Fund at the rate charged.

8. Revisions

As long as this remains a Pass Through fund, the Founding Donor may update or modify the agreement at any time with the recommendation of the Founding Donor and approval of the Foundation.

IN WITNESS WHEREOF, the Founding Donor and the Foundation have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

John Barr, President

Date

COMMUNITY FOUNDATION OF WASHINGTON COUNTY MD, INC.

Chairman

Date

Washington County Emergency Management Fund Operational Addendum

The purpose of this Addendum is to provide a consistent and transparent method for the public (e.g. individuals, businesses, foundations) to make donations to support WC departments, programs, and projects.

I. Financial Responsibilities

A. CFWC will provide the following services to WC:

1. Provide 501(c)(3) legal umbrella.
2. Arrange for the conduct of an independent audit to include the WC Fund(s) and prepare IRS Form 990 to include the WC Fund(s).
3. Receive and deposit contributions to the WC Funds, and provide consistent, financial reports of all deposits to these funds:
4. CFWC will provide quarterly income and expense statements when fund is in active use.
5. Provide insurance coverage for loss against employee theft, forgery or alteration in the amount of \$100,000 and for loss against counterfeit currency in the amount of \$50,000 in addition to standard business coverage.
6. Meet with an WC representative and provide previous calendar year reconciliation by July 31 of the following fiscal year, if requested.

B. WC will perform the following activities:

1. Direct to CFWC, all individuals, businesses and organizations desiring to financially support (donate to) established funds.
2. Provide a primary point of contact and contact information from WC for CFWC to coordinate activities as required.
3. Provide point of contact and contact information for WC where grant agreements and disbursements will be directed.
4. Promptly deliver any contributions received by WC to CFWC for deposit into the Fund(s). Checks received ninety (90) days beyond the date on the check will not be processed.

II. Fund Administration and Support

A. CFWC will provide the following services to WC:

1. Collect and track all donations to the WC Fund(s) by Office/Department.
2. Provide an online "Donate" portal where individuals, businesses and organizations may donate to the WC Fund(s). Provide WC a link to the donate page that can be added to the WC website pages.

3. Prepare and issue donation acknowledgement letters for contributions. Online contributors will be provided with an emailed tax receipt at the time of the donation.
4. Provide appropriate and timely responses to phone and email requests for information concerning the WC Fund(s).
5. Distribute donations from the WC Fund(s) via grants to the WC Office(s)/Department(s) in accordance with the donor's intent through the process described in Section V of this Agreement.

III. Publicity

A. CFWC will provide the following services to WC:

1. Inclusion of WC Fund name(s) in relevant CFWC marketing materials.
2. Online portal for credit/debit card donations to the WC Fund(s).
3. Forward media inquiries to the designated WC representative.

B. WC is responsible for the following:

1. Acknowledgement of relationship that WC has with CFWC as appropriate.



Agenda Report Form

Open Session Item

SUBJECT: Mass Care Shelter Agreement with Washington County Public Schools

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Zachary Kieffer, County Attorney and Alan Matheny, Director of Emergency Management and Communications

RECOMMENDED MOTION: Move to approve Mass Care Shelter Agreement.

REPORT-IN-BRIEF: Director Matheny has been in discussion with his counterparts at the School Board to reach a consensus on a framework for a shelter agreement using school facilities. Alan worked with the County Attorney's Office to draft and revise the proposed agreement.

DISCUSSION: After an emergency or disaster event, the Division of Emergency Management and Communications would activate the Shelter Agreement if the need for a mass shelter arises in the course of providing emergency assistance. The shelter agreement sets forth the parameters by which the County will make use of WCPS buildings and grounds. In the event a WCPS facility is activated as a shelter, the County will be responsible for operating costs of the shelter. The County will also be responsible for any costs, repairs, and cleanup associated with the County's use of the facility.

FISCAL IMPACT: N/A

CONCURRENCES: County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: Draft Mass Care Shelter Agreement

AUDIO/VISUAL NEEDS: N/A

Washington County Public Schools
Board of County Commissioners of Washington County, Maryland
Washington County Division of Emergency Management and Communications

Mass Care Shelter Agreement
Washington County Public Schools
Board of County Commissioners of Washington County, Maryland
Washington County Division of Emergency Management and Communications

Mass Care Shelter Agreement

This Mass Care Shelter Agreement (“Agreement”) is entered into this ____ of, _____ 2026, between the Board of Education of Washington County (“School Board”), and the Board of County Commissioners of Washington County, Maryland, (“County”) through its Division of Emergency Management and Communications (“DEMAC”).

The County provides emergency services on behalf of individuals and families who are victims of disaster. The School Board wishes to cooperate with the County through DEMAC for these purposes. Keeping schools open during a disaster is crucial for providing a feeling of normalcy and safety. Sending students to school after a disaster can provide a sense of security. Because schools are needed as a first step of recovery, they will be considered a low tier option.

The Superintendent of Schools is authorized to permit (subject to School Board policies and the limitations set forth in this agreement) the County the use of certain Washington County Public School (“WCPS”) buildings and grounds for mass care shelters required in the conduct of disaster services activities,

The parties hereto mutually desire to reach an understanding that will result in making the facilities of the WCPS available to the County for the aforesaid use. Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. The School Board agrees that, after meeting its responsibilities to pupils, it will permit, to the extent of its ability as determined by the Superintendent of Schools and upon request by the DEMAC, the use of its physical facilities as mass shelters for the victims of disasters and peacetime radiological accidents on a temporary basis. The Superintendent of Schools will consult with the DEMAC to determine which schools will be available as shelters. After a facility is approved by the Superintendent of Schools, the DEMAC will be responsible for managing the Shelter. The County will be responsible for the operating costs (custodial, heating, cooling, etc.)

2. DEMAC, through its director or the director’s designee, shall activate their Shelter Plan to include the staffing of the shelter and designate a Shelter Manager. The Shelter Manager will ensure reasonable care in the conduct of its activities in such facilities.

3. The County agrees to comply with all School Board policies and procedures concerning the use of any WCPS facilities.

4. The County will maintain a School Board contact list. The list will include no fewer than six members to ensure notification.

- Chief Operating Officer
- Deputy Superintendent
- Director of Facilities
- Coordinator of Operations
- Chief Communications Officer
- Supervisor of School Safety and Security

5. The County agrees to compensate the School Board for any costs, repairs, and cleanup associated with the County's use of the WCPS buildings and grounds, required to promptly return the school to its intended use. Any Federal Disaster Reimbursement for repairs and clean-up will be filed for by DEMAC, and all reimbursement funds will be returned to the County.

5a. While DEMAC is using the school as a shelter, all legal claims related to the use of the school as a shelter will be directed to and handled by the County and not the Board of Education.

5b. The County will designate the Board of Education as an additional insured under its insurance coverage with all Shelter claims going through the County policy.

6. The invalidity of any part of this Agreement will not affect the validity of the remaining provisions of this Agreement.

7. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which, when taken together, will constitute one document.

8. No party should issue a press release in connection with this agreement before the activation of this agreement. Any press release made following the activation of this agreement shall be made in conjunction with the County Public Information Officer in order to maintain consistency in the information provided to the public.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

In witness thereof, the Superintendent has caused this agreement to be executed, the Director of the Washington County Division Emergency Management and Communications has caused this agreement to be executed, and the President of the Board of County Commissioners of Washington County, Maryland has caused this agreement to be executed, to become effective and operative upon the fixing of the last signature hereto.

Signatures to the Agreement:

Dr. Gary W. Willow Superintendent
Washington County Board of Education

Date

Alan Matheny, Director
Division of Emergency Management and
Communications

Date

John F. Barr, President
Board of County Commissioners of
Washington County, Maryland

Date

Approved as to Form
and Legal Sufficiency

Zachary J. Kieffer
County Attorney

Washington County Public Schools
Disaster I Shelter Operating Procedure

The Washington County Public School ("WCPS") system is incorporated into the basic emergency plan for Washington County in a supporting role to the Washington County Division of Emergency Management and Communications (DEMAC). This supporting role is defined as providing facilities when available to be used as mass shelters. All WCPS Staff shall be identified by their official school identification badge.

Upon receiving notification from DEMAC that a need for a school shelter exists, the WCPS Chief Operating Officer (the Deputy Superintendent in his absence) is responsible for implementing this plan.

Shelter Responsibilities

DEMAC SHELTER MANAGER - Incident Commander (I.C.)

The Shelter Manager will follow the DEMAC Shelter Plan

- **The Shelter Manager will designate shelter staff to track and log supplies and equipment obtained from WCPS**
- **The Shelter Manager will be responsible for delegating shelter staff to clean the shelter area to include bathrooms and trash.**

WCPS will attempt to make notification to:

- **WCPS staff will be under the direction of WCPS**
- **WCPS on-scene staff will maintain communications with the Shelter Manager and WCPS Leadership**
- **WCPS Facilities Staff**
 - **If available, WCPS staff will respond and assist with Facility needs:**
 - **Air Conditioning / Heat / Power / Plumbing**
 - **Aid with building and site needs**
 - **Maintain a log of supplies used**
 - **Maintain a log of damage during shelter use**
- **WCPS Food Service Staff**
 - **The Shelter Manager may request the use of the kitchen area until the mobile food units arrive**
 - **In stock food will be made available to the shelter**
 - **The Shelter Manager will keep records related to the use of WCPS supplies**
 - **WCPS staff will maintain a log of labor hours worked**
 - **The County will reimburse WCPS for all food and labor costs to maintain federal compliance**

WCPS Shelter Procedure

1. WCPS will identify its own site commander to liaison with the Shelter Manager. This individual will likely be the school principal or assistant principal due to their familiarity with the building.
2. The WCPS site commander will relay building needs to the WCPS Command Center located at the Center for Education Services or alternate site as necessary.
3. If possible, the school principal/designee will respond to the school and make areas available to the DEMAC Shelter Manager for use as a shelter.
4. During a regular school day with students present, WCPS will encourage utilization of a non-school shelter site.
5. The Shelter Manager will coordinate with WCPS site commander to provide an area for the arrival of evacuees. If school is in session, WCPS Staff and students will be moved out of shelter areas. WCPS Staff's personal items, etc., must be secured.
6. If school is in session, the WCPS Communications Officer will author a message informing parents/legal guardians of the school's function as a shelter. Any message shall be released in conjunction with the County Public Information Officer in order to maintain consistency in the information provided to the public.
7. When Possible, phones will be made available where possible. The Shelter Manager and WCPS site commander may limit the length of calls when necessary.
8. The WCPS site commander/designee will conduct a pre-incident site survey and post-incident examination with the Shelter Manager. The working order of the office, cafeteria, kitchen, bathrooms, showers and drinking facilities will be inspected and documented prior to the arrival of evacuees.
9. All media (press, TV) will be forwarded to the Shelter Manager, public information officer, and Joint Information Center (JIC)
10. The Shelter Manager is responsible for providing food and staff for the shelter. WCPS is not the primary agency for providing food services but will assist where possible. If WCPS Food Service staff are available, they will report directly to the school kitchen manager/designee or the WCPS site commander.
11. Food needs for the shelter should be evaluated by the Shelter Manager. WCPS is not responsible for storing food for shelter use. On site food will be made available to the Shelter Manager. The WCPS staff will document items used by the shelter.
12. If the school has voice mail or an automated attendant, WCPS Information Technology staff will change the recording to indicate the school is being used as a shelter until authorities advise a change.

13. The WCPS site commander and the Shelter Manager should select room(s) for shelter use on the ground floor, with the fewest windows or vents. Room(s) should have adequate space for everyone to sit. Avoid overcrowding by selecting several rooms if necessary. Classrooms may be used if there is available space. Large rooms, auxiliary gyms, staff rooms, meeting rooms, and even larger gymnasiums work well depending on the situation. The cafeteria should be used for meals and meetings, not housing.
14. Whenever pets are housed (exterior tents) at the shelter, The Shelter Manager will designate staff to determine a pet area. Pets will be maintained and fed by the pet owner. Pets may be required to be kept on a leash or in a cage.
15. The Shelters will be repaired and cleaned promptly to return the school to its intended use. Federal Reimbursement Plans may not be timely with the possibility of not covering the expenses. Because of the delay, the Washington County Commissioners will ensure immediate repairs and clean-up.
16. WCPS will maintain a list of all stocks and supplies used or damaged for submittal to the Washington County Division of Emergency Management and Communications for reimbursement.

Note: Any reference to the Shelter Manager in the MOU is referring to the DEMAC Shelter Manager. WCPS does not provide a Shelter Manager.



Agenda Report Form

Open Session Item

SUBJECT: Equitable Sharing Agreement and Certification

PRESENTATION DATE: August 25, 2026

PRESENTATION BY: Zachary Kieffer, County Attorney

RECOMMENDED MOTION: Move to Approve the Equitable Sharing Agreement and Certification

REPORT-IN-BRIEF: The Equitable Sharing Agreement and Certification is an annual certification. Though providing this information is voluntary, it is necessary for the Sheriff's Office to continue to participate.

DISCUSSION: The Equitable Sharing Agreement and Certification (ESAC) is an annual Department of Justice reporting requirement that ensures state and local law enforcement agencies accurately disclose all federal equitable sharing funds received and how those funds were spent. Required under federal law (21 U.S.C. § 881(e)(3)), the ESAC enables the Attorney General, through its Money Laundering and Asset Recovery Section, to verify that federally forfeited funds shared with local agencies are used solely for law enforcement purposes and to promote cooperation between federal and local authorities. Equitable sharing revenues typically derive from proceeds of federally led or supported asset forfeiture actions, including seizures related to drug trafficking, fraud, and money laundering investigations.

FISCAL IMPACT: N/A

CONCURRENCES: Sheriff Brian Albert

ALTERNATIVES: N/A

ATTACHMENTS: Equitable Sharing Agreement and Certification

AUDIO/VISUAL NEEDS: N/A



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: MD0220000
Agency Name: Washington County Sheriff's Office
Mailing Address: 500 Western Maryland Parkway
Hagerstown, MD 21740

Type: Sheriff's Office

Agency Finance Contact

Name: Burcker, Norma
Phone: 2403132103

Email: nburcker@washco-md.net

Jurisdiction Finance Contact

Name: Sexton, Charles
Phone: 240-313-2047

Email: csexton@washco-md.net

ESAC Preparer

Name: Stottlemeyer, Clayton
Phone: 3012232620

Email: CStottlemeyer@washco-md.net

FY End Date: 06/30/2026

Agency FY 2027 Budget: \$787,040.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$154,882.96	\$0.00
2	Equitable Sharing Funds Received	\$4,311.16	\$0.00
3	Other Income	\$0.00	\$0.00
4	Interest Income	\$2,976.67	\$0.00
5	Total Equitable Sharing Funds Received (total of lines 2-4)	\$7,287.83	\$0.00
6	Equitable Sharing Funds Spent (total of lines a - n)	\$72,016.17	\$0.00
7	Ending Equitable Sharing Balance (difference between line 6 and the sum of lines 1 and 5)	\$90,154.62	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$14,703.32	\$0.00
b	Training and Education	\$13,008.89	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$39,674.86	\$0.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$4,629.10	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
Total		\$72,016.17	\$0.00

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Sexton, Charles**Company:** Sexton, Charles**Phone:** 2403132047**Email:** csexton@washco-md.net

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒**Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:**

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Albert, Brian
Title: Sheriff
Email: baalbert@washco-md.net

Signature:  Date: 01/5/26

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Barr, John
Title: President, County Commissioner
Email: jbarr@washco-md.net

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.