



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

December 16, 2025

OPEN SESSION AGENDA

- 8:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *November 25, 2025*
- 8:05 AM FIRST CLOSED SESSION - (*To consult with counsel to obtain legal advice on a legal matter. Open session discussion would breach attorney/client privilege.*)
- *Status update and legal advice from County Attorney on County-Involved legal matter)*
- 9:00 AM RECONVENE IN OPEN SESSION
- 9:00 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:20 AM STAFF COMMENTS
- 9:30 AM 1. REQUEST FOR APPROVAL TO EXTEND AND INCREASE AGRICULTURAL INNOVATION AND EQUIPMENT GRANT FUNDING
Kelsey Keadle, Business Specialist-Agriculture, Business and Economic Development; Linda Spence, Financial Programs Administrator, Business and Economic Development
- 9:35 AM 2. INSURANCE RENEWAL FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION BEGINNING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026
Tracy McCammon, Risk Management Coordinator, Human Resources
- 9:40 AM 3. CHANGE ORDER - ENHANCED NUTRIENT REMOVAL AT WASHINGTON COUNTY'S WASTEWATER TREATMENT PLANT
Joseph Moss, Deputy Director – Engineering Services, Environmental Management
- 9:45 AM 4. MARYLAND 9-1-1 BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING
Alan Matheny, Director, Emergency Management; Richard Lesh, Grant Manager, Grant Management

9:50 AM 5. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0223) ONE (1) NEW 2026 FORD EXPLORER (K8D) ACTIVE 4WD FOR THE WASHINGTON COUNTY TRANSIT DEPARTMENT
Brandi Kentner, Director, Purchasing; Shawn Harbaugh, Director, Washington County Transit Department

6. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0224) – PLAYGROUND EQUIPMENT FOR MARTY SNOOK PARK FOR THE PARKS AND RECREATION DEPARTMENT
Brandi Kentner, Director, Purchasing; Andrew Eshleman, Director, Public Works

9:55 AM 7. COMMERCIAL BUILDING PLANS EXAMINER
Greg Carrette, Director, Permits & Inspections; Chip Rose, Director, Human Resources

10:00 AM 8. EMS STAFFING TRANSITION EMS MOU
R. David Hays, Director, Division of Emergency Services; David Chisholm, Deputy Director, Emergency Services; James Sprecher Jr., President, WCVFRA; Oley Griffith, Coordinator -Volunteer Services, Emergency Services; David Glaze, President, Clear Spring Ambulance Club; David Irvin, Jr, Chief, Clear Spring Ambulance Club

10:05 AM CLOSED SESSION – *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individual (1). Discussion in open session would disclose confidential personnel matters.*

- *Discussion of hiring recommendation for open position in County Government.*
- *Discussion of compensation of County Employee.*
- *Discussion of performance and assignment of duties of volunteer boards supervised by Commissioners.*

To consider the acquisition of real property for a public purpose and matters directly related thereto (3). Discussion in open would divulge negotiation strategies, as well as legal advice likely to be provided on this item.

- *Discussion of strategy and policy for acquisition of real property.*

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

- *Status update and legal advice from County Attorney on County-Involved legal matter*
- *Legal Advice pertaining to Bylaws revision.*

To consult with staff about pending or potential litigation (8). Open session discussion would divulge strategy and discussions, harming County prospects in potential litigation.

- *Discussion potential litigation.*

Public safety and security discussion pertaining to fire and emergency services (10). Open session discussion would risk disclosure of information effecting public safety.)

11:20 AM RECONVENE IN OPEN SESSION

11:20 AM SECOND STAFF COMMENTS – *for approval to fill open position in County Government, if needed.*

ADJOURNMENT

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

You may also contact each Commissioner individually at:

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

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

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

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

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

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



Open Session Item

SUBJECT: Request for Approval to Extend and Increase Agricultural Innovation and Equipment Grant Funding

PRESENTATION DATE: December 16, 2025

PRESENTATION BY: Kelsey Keadle, Business Specialist, Agriculture, and Linda Spence, Financial Programs Administrator, Department of Business and Economic Development

RECOMMENDED MOTION: Approve the allocation of \$115,000 in Hotel Rental Tax funds for each of the next three fiscal years (2026–2028) for a total commitment of \$345,000.

REPORT-IN-BRIEF: Staff requests approval from the Board of County Commissioners to extend and increase the Agricultural Innovation and Equipment Grant utilizing Hotel Rental Tax (HRT) funds. The request includes a 15% increase over the previous allocation, bringing the annual amount from \$100,000 to \$115,000 per year for a total three-year commitment of \$345,000.

DISCUSSION: Over the past three years, the Agricultural Innovation and Equipment Grant has received a total of \$300,000, or \$100,000 annually, supported through Hotel Rental Tax funds. This investment has enabled the County to fund innovative agricultural projects, essential farm equipment upgrades, and value-added farming expansions that strengthen Washington County’s agricultural economy. These include support for drone equipment used for seeding and fertilizing to help increase crop yields, a mobile processing unit that serves both personal farm needs and rental use for neighboring producers, and product development initiatives designed to expand market opportunities and grow the local consumer base.

Due to strong program outcomes and increased interest from the agricultural community, staff recommend increasing the annual allocation by 15%, resulting in \$115,000 per year for FY 2026, FY 2027, and FY 2028.

FISCAL IMPACT: A total allocation of \$345,000 in Hotel Rental Tax funds over three years.

CONCURRENCES: Kelcee Mace, Chief Financial Officer and Michelle Gordon, County Administrator

ALTERNATIVES: Deny the request to extend the program or approve the extension at the existing funding level.

ATTACHMENTS: n/a

AUDIO/VISUAL NEEDS: n/a



Agenda Report Form

Open Session Item

Public Copy

SUBJECT: Insurance Renewal for Washington County Volunteer Fire & Rescue Association beginning January 1, 2026 through December 31, 2026

PRESENTATION DATE: December 16, 2025

PRESENTATION BY: Tracy McCammon, Risk Management Coordinator

RECOMMENDED MOTION: Move to renew the commercial property, auto and casualty package with VFIS Insurance Company at the estimated premium of \$691,212, the worker's compensation insurance with Chesapeake Employers Insurance Company at the estimated premium of \$390,925, cyber liability with BCS Insurance Company at the estimated premium of \$14,288. The AD&D insurance remains with Provident Insurance with no increase in premium due to a 3-year rate lock that expires in 2027.

REPORT-IN-BRIEF: The renewal rates are reflected in the attached premium comparison. Deductibles will remain the same for the upcoming policy period.

DISCUSSION: CBIZ Insurance Services did not "shop" the insurance market for better premium rates and deductibles this year. A market bid was conducted last year, and the results were not favorable. Carriers were declining to quote due to unfavorable loss history, particularly since claims were high in the past 2 years. Typically, most carriers look at a 5-year loss history and with the last 2 years having been bad years, we felt it was not feasible to do another market bid.

FISCAL IMPACT: Total premium for all coverages is \$1,128,206. Actual premiums paid in CY 2025 were \$918,238. This does represent a 23% increase, which we anticipated and has been included in the upcoming budget. VFIS requires a down payment of \$172,357 due on January 1, 2026. The remaining balance will be paid for in nine monthly installments. Chesapeake Employers Insurance also requires a down payment of \$78,192 due on January 1, 2026. The remaining balance will be paid for in nine monthly installments.

CONCURRENCES: Dave Hays, Director of Emergency Services and Chip Rose, Director of Human Resources

ALTERNATIVES: Complete a market bid but that would create a lapse in coverage

ATTACHMENTS: Premium comparison

AUDIO/VISUAL NEEDS: None

Coverage	2025	2026	\$ +/-	% +/-
	Annualized Premium	Estimated Premium		
Property	\$76,159	\$78,456	\$2,297	3%
Crime	\$13,031	\$13,031	\$0	0%
Portable Equipment	\$4,415	\$4,796	\$381	9%
Automobile	\$398,015	\$503,367	\$105,352	26%
General Liability	\$38,134	\$41,651	\$3,517	9%
Management Liability	\$10,098	\$9,902	-\$196	-2%
Umbrella	\$33,567	\$38,227	\$4,660	14%
Boat	\$1,262	\$1,782	\$520	100%
Total VFIS Premiums	\$574,681	\$691,212	\$116,531	20%
Workers Compensation	\$298,125	\$390,925	\$92,800	31%
Total Chesapeake Premiums	\$298,125	\$390,925	\$92,800	31%
Smithsburg Emergency Medical Service Cyber	\$2,354	\$2,670	\$316	13%
Williamsport Volunteer Fire & EMS Cyber	\$2,494	\$2,630	\$136	5%
The Volunteer Fire Company of Halfway, MD Inc. Cyber	\$2,774	\$2,900	\$126	5%
Community Rescue Service Co. Cyber	\$3,684	\$3,818	\$134	4%
Washington County Volunteer Fire and Rescue Association Cyber	\$2,345	\$2,270	-\$75	-3%
Total Cyber Premiums	\$13,651	\$14,288	\$637	5%
Accident (AD&D)	\$31,781	\$31,781	\$0	0%
Total Accident Premium	\$31,781	\$31,781	\$0	0%
Total Premium	\$918,238	\$1,128,206	\$209,968	23%

All deductibles remain the same this year

Property Deductible - \$5,000

Portable Equipment Deductible - \$5,000

Auto Liability Deductible - \$10,000

Auto Physical Damage Deductible - \$5,000



Open Session Item

SUBJECT: Change Order - Enhanced Nutrient Removal at Washington County's Wastewater Treatment Plant

PRESENTATION DATE: December 16, 2025

PRESENTATION BY: Joseph Moss, P.E., Deputy Director of Engineering Services

RECOMMENDED MOTION: Move to approve Change Order #19 for Buchart Horn in the amount of Not-to-Exceed (NTE) \$435,400.00.

REPORT-IN-BRIEF: The General Contractor, HRI, Inc., was issued Notice to Proceed for the Smithsburg WWTP ENR Upgrade on April 15, 2024, with a project completion date of October 15, 2025. The initial comprehensive Project Schedule submitted by HRI including delivery dates for all equipment specified under the contract requirements proposed a completion date of October 26, 2026. HRI provided timely notice of material delays early in the project through monthly updates to the baseline schedule. Despite HRI's attempts to improve the schedule, the cause of the delays were subsequently recognized as excusable procurement delays which were out of the Contractor's control and a 341-calendar day contract extension was approved.

DISCUSSION: The Project Design Consultant, Buchart Horn, Inc., has been providing Construction Management Services in the form of full-time inspection by a Resident Engineer as well as shop drawing review and process review services by their engineering sub consultant, Rummel, Klepper & Kahl, LLP. Continued Construction Management Services by both consultants is essential to the accurate completion of this important County Project. Continued efforts to improve on the Contractor's Final Completion Date will be the focus of the entire project team. Therefore, compensation for continued Construction Management Services will be paid on a Time and Material basis for a sum not to exceed \$435,400.00.

FISCAL IMPACT: The Smithsburg WWTP ENR Upgrade (TRP021) CIP project has funds available for this change order.

CONCURRENCES: Mark Bradshaw, P.E., Director of DEM

ALTERNATIVES: N/A

ATTACHMENTS: Change order #19 and Buchart Horn's proposal letter dated October 9, 2025.

AUDIO/VISUAL NEEDS: None



BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY MARYLAND

100 WEST WASHINGTON STREET, HAGERSTOWN, MARYLAND 21740-4735

CHANGE ORDER

Vendor / Contractor:	Buchart Horn, Inc.
Consultant:	PO Box 15040
Address:	York, PA 17405-7040

Change Order No.	19	Purchase Order No.	WASHCO28038
Contract No.	PUR - 977	Oracle Account No.	515000-32-42010-TRP021-DSGN00000
Project Title	Enhanced Nutrient Removal @ Washington County's WWTP		Date 11/18/2025

The contract time will by

Description of Change
 Provide extended construction phase engineering services on a T & M basis not to exceed \$435,400.00 during the 341 day contract extension awarded to the General Contractor. See attached description of services.

Reason for Change
 The Contractor was granted a 341 calendar day extension to complete the scope of work on the Smithsburg WWTP ENR Upgrade due to extended lead times required for electrical equipment procurement.

The completion date, incorporating the changes included in this change order, is	10/26/2026
The original contract sum was	\$ 3,638,300.00
Net changes by previous change orders	\$ 1,317,825.63
Contract sum prior to this change order	\$ 4,956,125.63
By this Change Order, the contract sum will be changed by	\$ 435,400.00
The new contract sum including this change order will be	\$ 5,391,525.63

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October 09, 2025

Mr. Mark Bradshaw, PE
Deputy Director
Washington County Department of Water Quality
1632 Elliott Parkway
Williamsport, MD 34705

**RE: Washington County, MD
Proposal for Extended Construction Phase Engineering Services for the Smithsburg WWTP
Expansion to 0.45 mgd Project
BH No: 76436-03**

Dear Mr. Bradshaw:

Buchart Horn and RK&K respectfully request an increase in fees to provide extended construction phase engineering services for the Smithsburg WWTP Expansion to 0.45 mgd Project. The contractor, HRI, was granted a Notice to Proceed on April 15, 2024, with an original Completion Date of October 15, 2025. During the beginning stages of the project HRI provided notice to the Owner and Engineer there would be delays in completing the project primarily due to procurement of the main distribution switchboard. As part of the baseline schedule creation, HRI outlined and noted to all parties that the projected Final Completion Date would be significantly delayed. Despite repeated reviews and considering numerous alternate construction options, the parties were not successful in improving on the Contractor's projected Final Completion Date of October 26, 2026. HRI has now formally requested an extension to the construction contract bringing the Final Completion Date to October 26, 2026.

It is our understanding that Washington County would like BH and RK&K to continue to provide Construction Phase Services through the new proposed Final Completion Date of October 26, 2026. This is an additional 53 weeks beyond the original Completion Date of October 15, 2025.

BH's proposed level of effort is based on the following anticipated services:

- Review and respond to remaining contractor Submittals and RFIs.
- Attend the monthly Project Progress Meeting and prepare minutes.
- Review and provided recommendation on contractors monthly Pay App.
- Provide full-time on-site RPR services (40/week).
- Make a monthly site visit to review construction progress and answer questions.

RK&K's proposed level of effort is outlined in their attached proposal. Note RK&K's proposal includes the extension of construction phase services as well as some additional work associated with providing documents, permit updates, and rate increases due to elapsed time not previously included in their scope of work.

A detailed breakdown of the anticipated person-hours and expenses for BH are included as Attachment No 1. A detailed breakdown of the anticipated person-hours and expenses for RK&K are included as Attachment No 2. The combined requested increase in fee to provide extended construction phase engineering services for the Smithsburg WWTP Expansion to 0.45 mgd Project, is Four Hundred Thirty-Five Thousand Four Hundred dollars (\$435,400.00). This fee is based on the level of effort and time anticipated as indicated above. BH will

continue to work with the County and the Contractor to improve the Contractor's projected Final Completion Date as much as possible. Therefore, compensation for this extended construction phase engineering services shall be paid on a T&M basis not to exceed \$435,400.00 without prior County approval.

BH and RK&K appreciate the opportunity to be of service to the County on this project. If you should have any questions or require any additional information, please do not hesitate to call me at (602) 882-0636.

Sincerely,

BUCHART HORN, INC.



David E. Highfield, PE
Project Manager

APPROVED



Scott E. Russell, PE
Sr. Vice President



Cost Proposal
Smithsburg WWTP Expansion to 0.45 mgd Extended Construction Services

Billing Rate Breakdown		Project Manager	Professional Engineer	Engineer	Project Designer	CAD	RPR	Professional Engineer Mechanical	Professional Engineer Civil	Administrative Assistant	Total Hours	Labor	Direct Cost	Total
Task No.	Description	Estimated Time Requirement - Hours												
	Hourly Billing Rate	\$ 201.00	\$ 169.00	\$ 121.00	\$ 93.00	\$ 78.00	\$ 125.00	\$ 175.00	\$ 132.00	\$ 75.00				
1	Construction Administration													
	Project Management (6 week)	306									306	\$ 61,508		\$ 61,508
	Review and respond to remaining contractor Submittals and RFIs	24		85							30	\$ 16,754		\$ 16,754
	Attend the monthly Project Progress Meeting and distribute meeting min	35		11							30	\$ 10,938		\$ 10,938
	Review and provide recommendation on Contractors monthly Pay App	24									24	\$ 4,824		\$ 4,824
	Provide full time on-site RPR services (40 week)						2120				2120	\$ 265,000	\$ 2,000	\$ 267,000
	Monthly site visit to review construction progress and answer questions (includes 12 site visits)	96									96	\$ 19,296	\$ 2,400	\$ 21,696
											0	\$ -		\$ -
	RK&K (See Attached)										0	\$ -	\$ 52,263	\$ 52,263
											0	\$ -		\$ -
	Subtotal	484	0	92	0	0	2120	0	0	60	2760	\$ 378,720	\$ 56,663	\$ 435,383
	TOTALS	484	0	92	0	0	2120	0	0	60	2760	\$ 378,720.00	\$ 56,663.00	\$ 435,383.00

April 14, 2025

Mr. David Highfield, PE
Chief Engineer
Buchart-Horn, Inc.
2009 North Atherton Street, Suite 200
State College, PA 16803

**RE: Washington County, MD
Smithsburg WWTP ENR Upgrade and Expansion
Request for Additional Fee**

Dear Mr. Highfield:

RK&K respectfully requests this increase in fee to provide engineering services for additional and unanticipated work completed as part of the bidding and construction administration phase for the upgrade and expansion of the Smithsburg WWTP to 0.45 mgd. This fee request supersedes and incorporates the February 20, 2024 additional fee request.

The additional work is associated with the following:

- Preparation of the conformed documents to address modifications to the contract documents resulting from the bid phase (as described in our February 20, 2024 request).
- Unanticipated levels of effort during the bidding phase to address issues with the document versions.
- Preparation of the Notice of Intent (NOI) in compliance with the recent 20-CP regulations which require significantly increased levels of effort compared to the previous regulations in-place at the time of our original proposal (14-GP), including preparation of SWPPP.
- Assistance with obtaining the Building Permit (this work was not anticipated as it was not in our scope).
- Modifications, red-lines and renewals of the grading permit to accommodate contractor requested modifications and required due to the unanticipated passage of time.
- Rate increases due to the passage of time from our original construction phase services proposal to now. We note that there are no staff at the Grade 6 rate used in the original proposal.
- Providing greater than anticipated levels of effort during the construction phase services including attending two pre-construction meetings and additional construction sequencing meetings which were not in our original scope of services.
- Extended construction duration due to the equipment delivery issues. Our original proposal was based on an 18 month duration rather than 30 months.
- Update to the forest conservation plan (FCP) to incorporate revisions to the LOD and extension of the contractor's laydown area.

Mr. David Highfield, PE
April 14, 2025
Page 2



RK&K's additional fee request for this work is \$52,263.00. The fee breakdown is shown on the following page.

RK&K appreciates the opportunity to continue to provide engineering services to B-H and Washington County in its important program to expand and upgrade its wastewater treatment plants. Please do not hesitate to contact me or Maia Tatinclaux if you have any questions regarding this request for additional fee.

Sincerely,
RUMMEL, KLEPPER & KAHL, LLP

A handwritten signature in black ink that reads "Kelly C. Duffy". The signature is written in a cursive, flowing style.

Kelly C. Duffy, PE
Director, Wastewater

Cc: M. Tatinclaux

\\ad.rkk.com\fs\Cloud\Projects\2007\07012_wcenr\00 Admin\Highfield CO request 04-14-2025.docx

ADDITIONAL SERVICES	GRADE 10	GRADE 8	DIFF. BETWEEN GRADE 6 AND 8	TOTAL
Conformed Documents	8	32		40
Preparation of NOI, additional grading permit modifications	53	84		137
Additional effort for bid phase services	8			8
Additional fee for rate increases (hours from grade 6 @\$79/hr to grade 8 @\$111/hr - hours from 2020 proposal)			340	340
Assistance with Building Permit	8			8
Meeting attendance at two pre-cons, construction sequencing meeting, addtl services	24			24
Extended construction duration (18 months to 30 months)	48			48
Updates to Forest Conservation Plan due to extension of laydown area and LOD	6	32		38
Total Hours	155	148	340	643
Rate for Grade/ or Differential Rate	\$161	\$111	\$32	
Fee Associated with Labor	\$24,955.00	\$16,428.00	\$10,880.00	\$52,263

Total \$52,263

Change Order Proposal Transmittal

Buchart Horn, Inc | Suite 200 2009 North Atherton Street State College PA 16803-1525 United States

PROJECT:	WC - Smithsburg WWTP 76436-03	DATE SENT:	10/3/2025
SUBJECT:	COR 10 – Time Extension Due to Material Delays	CHANGE ORDER PROPOSAL ID:	COP-00010
TYPE:	Change Order Proposal	TRANSMITTAL ID:	00959
PURPOSE:	Changes Recommended	VIA:	Info Exchange
TOTAL AMOUNT:	\$0.00		
TOTAL DAYS:	341		

FROM

NAME	COMPANY	EMAIL	PHONE
Susan M Dull	Buchart Horn, Inc	SDULL@BUCHARTHORN.COM	(814) 826-3367

TO

NAME	COMPANY	EMAIL	PHONE
Joseph Moss	Washington County Maryland	jmoss@washco-md.net	

REMARKS:

Review of HRI’s COR “Time Extension Due to Material Delays”

BH recommends that WC approve the change order request for a 341-calendar-day time extension. The delay is recognized as an excusable, non-compensable procurement delay associated with electrical equipment’s extended lead times.

Background and Schedule Update

Prior to BH’s review of the COR, HRI was instructed to update the Project Schedule to reflect the actual delivery dates of the delayed electrical equipment.

Baseline Schedule Update 11R and Baseline Schedule Update 12 (submitted on September 11, 2025), confirmed that the project's completion date would not improve.

The project remains 341 calendar days behind the contractual substantial completion date of November 19, 2025, with a current completion date of October 26, 2026.

Cause of Delay

HRI provided timely notice of the material delays during the initial stages of the project. This was appropriately incorporated into the baseline schedule. The team confirmed that HRI obtained purchase orders and submitted

Change Order Proposal Transmittal

DATE: 10/3/2025
ID: 00959

material shop drawings in a timely manner.
The root cause of the delay is confirmed to be the extended lead time for the electrical equipment procurement, which is beyond HRI's control.

Mitigation Efforts

The project team evaluated and attempted to adjust project constraints to recover schedule time.
Despite these efforts, no schedule improvement was realized, as evidenced by Baseline Schedule Update 12.

Recommendation

BH accepts the project's cause for delay as an excusable procurement delay. Based on this analysis, BH concurs with HRI's proposal and formally recommends that WC accept the 341-calendar-day time extension.

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	5/29/2025	COR - Time Extension Due to Material Delays.pdf				

COPIES:

David E Highfield	(Buchart Horn, Inc)
Jerry R Linn	(Buchart Horn, Inc)
Ron Ritter	
Randy Johnson	(HRI, Inc.)



Agenda Report Form

Open Session Item

SUBJECT: Maryland 9-1-1 Board – Approval to Submit Application and Accept Awarded Funding.

PRESENTATION DATE: December 16, 2025

PRESENTATION BY: Alan Matheny, Director of Emergency Management, and Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of grant application to the Maryland State 9-1-1 Board in the amount of \$90,814.00 and accept funding as awarded to fund professionals services for design support for the new Emergency communications Center.

REPORT-IN-BRIEF: The Department of Emergency Communications is requesting approval for the submission of grant application and to accept grant funds in the amount of \$90,814.00 from the MD State 9-1-1 Board for professional design services for the new Emergency call center rehabilitation project.

DISCUSSION: Washington County Government is in the process of retrofitting a warehouse facility that will house the new Washington County Emergency Communications Center (ECC). To support this effort, Washington County 9-1-1 is requesting approval to engage Mission Critical Partners (MCP) to provide professional services for ECC that will guide and validate the remaining design elements to ensure the new Center is fully aligned with industry standards and operational needs.

The proposed Scope of Work includes:

- Facility design support specific to 9-1-1 call taking and dispatch operations
- Coordination of space design and workflow optimization
- Application of ECC best practices, standards, and operational layout requirements
- Technology and systems integration design
- Operational support for technology migration and construction administration

These services will help ensure a purpose-built, efficient, and compliant ECC that supports both the immediate and long term public safety needs of Washington County.

IMPACT: Provides \$90,814.00 for the Department of Emergency Communications.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0223) One (1) New 2026 Ford Explorer (K8D) Active 4WD, for the Washington County Transit Department

PRESENTATION DATE: December 16, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing Department and Shawn Harbaugh, Transit Director, Washington County Transit Department

RECOMMENDATION: Move to authorize by Resolution, the Washington County Transit Department to purchase One (1) New 2026 Ford Explorer (K8D) Active 4WD, for the Washington County Transit Department in the amount of \$41,603.38 from National Auto Fleet Group of Watsonville, CA., and to utilize another jurisdiction's contract (091521-NAF) that was awarded by Sourcewell to National Auto Fleet Group.

REPORT-IN-BRIEF: The Washington County Transit Department is requesting to purchase One (1) New 2026 Ford Explorer (K8D) Active 4WD, to replace a 2018 Chevy Uplander with 83,810 miles, the vehicle being replaced will be used as a spare vehicle for the Transit Department.

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

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

FISCAL IMPACT: Funds to support this purchase are available in our 600300-34-44010; EQPT VEH004, and split as follows: 80% Federal - 10% State - 10% Local

CONCURRENCES: Division Director

ATTACHMENTS: National Auto Fleet Group quote dated 11/21/25

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0223] One [1] New 2026 Ford Explorer [K8D] Active 4WD for the Washington County Transit Department)

RECITALS

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

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

The Washington County Transit Department seeks to purchase one (1) new 2026 Ford Explorer (K8D) Active 4WD in the amount of \$41,603.38 from National Auto Fleet Group of Watsonville, California, and to utilize another jurisdiction’s contract (091521-NAF) that was awarded by Sourcewell to National Auto Fleet Group.

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 Washington County Transit Department is hereby authorized to purchase one (1) new 2026 Ford Explorer (K8D) Active 4WD in the amount of \$41,603.38 from National Auto Fleet Group of Watsonville, California, and to utilize another jurisdiction’s contract (091521-NAF) that was awarded by Sourcewell to National Auto Fleet Group.

Adopted and effective this ____ day of December, 2025

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



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

9/15/2025

11/21/2025 Re-Configured

Quote ID: **40657 R1**

Order Cut Off Date: **TBA**

Shawn Harbaugh
Washington County Transit
Transit

1000 West Washington St
Hagerstown, Maryland, 21740

Dear Shawn Harbaugh,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2026 Ford Explorer (K8D) Active 4WD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$42,160.00	\$41,603.38	1.320 %	\$556.62
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$41,603.38		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

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

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0224) – Playground Equipment for Marty Snook Park for the Parks and Recreation Department

PRESENTATION DATE: December 16, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Andrew Eshleman, Director, Public Works

RECOMMENDED MOTION: Move to authorize by Resolution, the Parks and Recreation Department to purchase and have installed playground equipment for Mary Snook Park from Kompan, Inc. of Charlotte, NC, for the total sum amount of \$1,076,094.91, and to utilize another jurisdiction's contract, City of Charlotte (2017001135) that was awarded by Omnia Partners.

REPORT-IN-BRIEF: The Parks and Recreation Department requests approval for the purchase and installation of new playground equipment for the Marty Snook Park. The new play equipment will replace two play areas near Pavilion #2 with a combined inclusive play area that is fully ADA accessible with poured in place surfacing. The existing equipment has reached the end of its useful life, and replacement is essential to ensure a safe recreational space for the community. Included in the new equipment are age-appropriate modular structures, swings, a hill climb area, sensory boards, shade structure, and a combination climbing/spinning piece.

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

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

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's Capital Improvement Plan (CIP) account 30-11900-REC037 Park Equipment/Surfacing Replacement, Various Locations

CONCURRENCES: N/A

ALTERNATIVES:

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

ATTACHMENTS: Kompan, Inc. Quote dated December 4, 2025, and the Resolution issued by the Washington County Attorney's Office, Site plan layout and rendering

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0224] Playground Equipment for Marty Snook Park for the Parks and Recreation Department)

RECITALS

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

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

The Parks and Recreation Department seeks to purchase and have installed playground equipment for Marty Snook Park from Kompan, Inc. of Charlotte, North Carolina, for the total sum amount of \$1,076,094.91, and to utilize another jurisdiction’s contract, City of Charlotte (2017001135) that was awarded by Omnia Partners.

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 Parks and Recreation Department is hereby authorized to purchase playground equipment for Marty Snook Park from Kompan, Inc. of Charlotte, North Carolina, for the total sum amount of \$1,076,094.91, and to utilize another jurisdiction’s contract, City of Charlotte (2017001135) that was awarded by Omnia Partners.

Adopted and effective this ____ day of December, 2025

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

Sales - Budget Quote

Washington County Parks and Recreation
Pamela Boyd
100 West Washington Street
Rm 3200
Hagerstown, MD 21740

Quote No. SP161176-1
Customer No. C0004190
Document Date 12/04/2025
Expiration Date 12/31/2025

Sales Representative Terri Paddy
Email TerPad@Kompan.com
Phone No. 443-960-0331 / 800-426-9788

Project Name US277361 Marty Snook Inclusive Playground

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135				
	Equipment				
PAR4054-0008	 Agora Steel Bench with Backrest - Lime Green Surface (expansion bolts) Total CO ₂ Emission 2,014.7 LB (503.7 LB/Pieces)	4 Pieces	2,830.00	10.00	10,188.00
ELE400024-3017BL	 Spinner Bowl - Blue Surface (expansion bolts) Total CO ₂ Emission 220.3 LB (220.3 LB/Pieces)	1 Pieces	1,260.00	10.00	1,134.00
ELE400024-3017LG	 Spinner Bowl - Lime Green Surface (expansion bolts) Total CO ₂ Emission 220.5 LB (220.5 LB/Pieces)	1 Pieces	1,260.00	10.00	1,134.00
PCM157-0205	 UNIVERSAL CAROUSEL-LIME GREEN HPL DECK PLATE, IN-GROUND 20CM Total CO ₂ Emission 2,426.9 LB (2,426.9 LB/Pieces)	1 Pieces	16,000.00	10.00	14,400.00
PAR4054-0006	 Agora Steel Bench with Backrest - Light Blue Surface (expansion bolts) Total CO ₂ Emission 1,511.0 LB (503.7 LB/Pieces)	3 Pieces	2,790.00	10.00	7,533.00

Washington County Parks and Recreation
Pamela Boyd
100 West Washington Street
Rm 3200
Hagerstown, MD 21740

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Email TerPad@Kompan.com
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Project Name US277361 Marty Snook Inclusive Playground

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
<u>CRP812001-CUSTOM</u>	Custom Sensory Dome 20427476	1	Pieces	108,050.00	10.00	97,245.00
						
<u>PCE305121-CUSTOM</u>	Custom Pathfinder 20395606	1	Pieces	108,240.00	10.00	97,416.00
						
<u>KSW926-CUSTOM</u>	Custom - Swing Frame , 6 Seat, 8 ft H 20427764	1	Pieces	15,170.00	10.00	13,653.00
						
<u>PCM310732-CUSTOM</u>	Custom Double Mega Deck 20395603	1	Pieces	108,990.00	10.00	98,091.00
						
<u>CRP630301-CUSTOM</u>	Custom Hill Climber 20395673	1	Pieces	2,610.00	10.00	2,349.00
						

Sales - Budget Quote

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No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
PCM110121-CUSTOM	5' Embankment Slide 20427765 	2	Pieces	4,480.00	10.00	8,064.00
PCM003921-CUSTOM	Play Panel High 3, Learning - Red Surface 20427767 	1	Pieces	6,260.00	10.00	5,634.00
PCM003121-CUSTOM	PLAY PANEL 2 - MUSIC Surface 20427768 	1	Pieces	7,620.00	10.00	6,858.00
US-TPP-CUSTOM	Play Panels for Retaining Wall	1	Pieces	20,000.00	10.00	18,000.00
A870181-06	EPDM PROTECTOR SHORT KOMPAN	8	Pieces	168.00	10.00	1,209.60
A870180-06	CHAIN COVER KOMPAN CRCD NO. 1900000030	20	Pieces	22.00	10.00	396.00
INSTALL SPECIAL	Installation of KOMPAN Equipment Includes private utility locating service	1	Pieces	140,026.67	5.00	133,025.34
FREIGHT	Freight	1	Pieces	29,786.99		29,786.99
<u>Sitework and Surfacing</u>						
US-MOUND WORK	Fine grading and shotcrete for embankment	1	Pieces	29,180.00	5.00	27,721.00
US-CUSTOM-SUBBASE	Furnish and Install 5.5" concrete pads for SM equipment Infill 6" gravel subbase in between	10,506	Sq. Feet	10.02	10.00	94,743.11

Sales - Budget Quote

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Hagerstown, MD 21740

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No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US- CONCRETECURBIN G	Concrete Curbing / Linear Feet 6" x 12" Curbing placed only where sidewalks do not exist for PIP edging.	260 Feet	63.00	10.00	14,742.00
US-PIP-100- CUSTOM	Supply and Install PIP 100% Color - 50/50 Blue/Black with Aromatic Binder - 100% Color with Aliphatic Binder everywhere else - Flush Edges - Design per plan - Dumpster/Debris removal - Site Security (5 Days)	10,506 Sq. Feet	36.35	10.00	343,703.79
	Shade				
US-SHADE- CUSTOM	12' x 24' x 8' Steel Open Gable Shade only - does not include installation	1 Pieces	20,861.54	5.00	19,818.46
US-SHADE ESD	Shade Engineered Stamped Drawings	1 Pieces	1,153.85	5.00	1,096.16
EXTRA SALES FREIGHT	Extra freight costs for shelter	1 Pieces	4,940.00		4,940.00
EXTRAS	Payment and Performance Bonds	1 Pieces	23,213.46		23,213.46

Sales - Budget Quote

Washington County Parks and Recreation
Pamela Boyd
100 West Washington Street
Rm 3200
Hagerstown, MD 21740

Quote No. SP161176-1
Customer No. C0004190
Document Date 12/04/2025
Expiration Date 12/31/2025

Sales Representative Terri Paddy
Email TerPad@Kompan.com
Phone No. 443-960-0331 / 800-426-9788

Project Name US277361 Marty Snook Inclusive Playground

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
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Notes

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 15-17 weeks for product delivery upon order placement.

Equipment is as per Marty Snook Park Site Plan version K1.0 - dated 09/11/2025

Description	Qty	Retail Price	Discount	Net Price
No. of Products	50			
Subtotal - Products		447,909.39	43,690.17	404,219.22
Subtotal - Sitework		45,560.00	3,097.00	42,463.00
Subtotal - Surfacing		487,163.22	48,716.32	438,446.90
Subtotal - Installation		140,026.67	7,001.33	133,025.34
Subtotal - Freight		34,726.99		34,726.99
Payment & Performance Bonds		23,213.46		23,213.46
Total USD				1,076,094.91

Business Agreement OMNIA Partners Contract
Payment Terms Net 30 days

Installation Site Address

Marty Snook Park
David Brooks
17901 Halfway Blvd.
Hagerstown, MD 21740







Open Session Item

SUBJECT: Commercial Building Plans Examiner

PRESENTATION DATE: December 16, 2025

PRESENTATION BY: Greg Cartrette, Director, Permits & Inspections

Chip Rose, Director, Human Resources

RECOMMENDED MOTION: Approval to extend an offer for position 1887 to Jessica Kehler. The position is the Commercial Building Plans Examiner, which will be offered as a Grade 13, Step 1 (\$65,436.80).

REPORT-IN-BRIEF: Staff seeks approval to extend an offer for position 1887 to Jessica Kehler. The position is the Commercial Building Plans Examiner, which will be offered as a Grade 13, Step 1 (\$65,436.80).

DISCUSSION: Staff seeks approval to extend an offer for position 1887 to Jessica Kehler. The position is the Commercial Building Plans Examiner, which will be offered as a Grade 13, Step 1 (\$65,436.80).

FISCAL IMPACT: N/A- Starting at Grade lower than posted due to not having required certifications yet

CONCURRENCES:

ATTACHMENTS:

AUDIO/VISUAL NEEDS:



Open Session

SUBJECT: EMS Staffing Transition EMS MOU

PRESENTATION DATE: December 16, 2025

PRESENTATION BY: R. David Hays - Director, Division of Emergency Services
David Chisholm – Deputy Director, Division of Emergency Services
James Sprecher Jr. – President, WCVFRA
Oley Griffith - Volunteer Coordinator
David Glaze - President, Clearspring Ambulance Club
David Irvin, Jr. - Chief, Clearspring Ambulance Club

RECOMMENDATION: Seeking a motion to move forward with the EMS Employee Transition MOU with the Clear Spring Ambulance Club, Inc., and consensus for the Division of Emergency Services (DES) to transition all current full-time (4) and part-time (3) EMS field employees, and to hire an additional four (4) full-time employees to fill existing vacancies.

REPORT-IN-BRIEF: The specifics of the employee transition, relative to wages and benefits for the Clear Spring Ambulance Club employees, and a requirement to move billing services to the County vendor are in line with the requirements set forth during the EMS employee transition for Halfway, Hancock, Smithsburg and Williamsport Fire/EMS.

DISCUSSION: During discussions with the Clear Spring Ambulance Club Leadership, it is agreed that transitioning their EMS staffing into county employment will help to create a sustainable EMS staffing plan for the citizens of Clear Spring and surrounding areas.

FISCAL IMPACT: \$400,000.00 (budgeted in FY26 Operating Budget)

CONCURRENCES: Director of Emergency Services, R. David Hays
Clearspring Ambulance Club
County Administrator Michelle Gordon
Chief Financial Officer (CFO) Kelcee Mace
President James Sprecher, WCVFRA

ALTERNATIVES: N/A

ATTACHMENTS: Transition and Staffing MOU

EMS MEMORANDUM OF UNDERSTANDING

THIS EMS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this _____ day of _____, 2025, by and between THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the “County”), and the CLEARSPRING AMBULANCE CLUB, a Maryland non-profit corporation (the “Station”).

RECITALS

WHEREAS, the Division of Emergency Services (the “Division”) was created by the County for the purpose of administering the County’s affairs regarding fire, rescue and emergency medical services and associated activities while maintaining the existing volunteer services in Washington County.

WHEREAS, the Station wishes to participate in the organizational component of the Division by cooperating with the County to facilitate the transition of the full-time and part-time Station employees to County employment.

WHEREAS, the parties agree that this MOU shall serve as the guiding document setting forth the terms to which the parties will abide.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. **Definitions.**

- a. Authority Having Jurisdiction (AHJ). The Board of County Commissioners of Washington County, MD by resolution (RS-2014-17) maintain the Authority Having Jurisdiction over all matters involving fire, rescue and emergency medical services in Washington County, MD.
- b. County Personnel. (“County Personnel”) County Fire/EMS employees assigned to various Volunteer Stations and/or apparatus throughout Washington County to provide fire and emergency medical services. County Personnel are supervised and managed by the Director, or his/her designees and are subject to Volunteer Station assignment changes at the discretion of the Director.
- c. Division. The Division of Emergency Services (“DES”) serves as the oversight agency on behalf of the Washington County Board of County Commissioners on all matters involving fire, rescue, and emergency medical services for Washington County, Maryland. The Division shall include County Personnel operating under the management of the Division Director (the “Director”).
- d. New Employees. All eligible full-time and all eligible part-time employees of the Station, as of the date of this MOU, to be hired by the County pursuant to the terms herein.

- e. Property. Real and personal property including apparatus(es), vehicles, and equipment.
- f. Washington County Volunteer Fire and Rescue Association (WCVFRA). A volunteer Association representing the 26-volunteer fire and EMS companies that are authorized to operate in Washington County, MD. The WCVFRA provides administrative and operational guidance to the volunteer fire and EMS companies within Washington County, MD.
- g. Volunteer Fire and Rescue Stations. (“Volunteer Stations”) Independent, legally incorporated non-profit organizations responsible for their own corporate administrative affairs, including but not limited to members, employees, risk management, investments, and the management of their assets. The Volunteer Stations are officially recognized by the County to provide fire, rescue, and emergency medical services in accordance with the policies, procedures, and laws of the County and the Division.
- h. Washington County Fire and EMS Volunteers. (“Volunteers”) All Volunteer Station fire and emergency medical services volunteers performing duties without promise, expectation, or receipt of compensation for services rendered.

2. Transfer of Current Employees.

- a. The County agrees to hire all current full-time and part-time employees of the Station (“Station Employees”), which shall be conditioned on the successful completion of the County’s standard hiring process (See Appendix A) consisting of the following:
 - i. Submittal of completed application for County employment,
 - ii. Completion of an EMS Oriented Physical Abilities Test,
 - iii. Physical examination,
 - iv. Background check,
 - v. Psychological evaluation, and
 - vi. Alcohol and Substance Use Testing.
- b. All full-time New Employees will be hired as regular full-time employees at the grade and step on the County’s wage and salary scale commensurate with the New Employee’s hourly or salary wage rate paid while a Station Employee.
- c. All part-time New Employees will be hired as regular part-time employees at the grade and step on the County’s wage and salary scale commensurate with the New Employee’s hourly wage rate paid while a Station Employee.
- d. The Station will provide the County with payroll documentation showing the current wages of the Station Employees. The County will not honor any increase in wage or salary given by the Station to a Station Employee after the start of the County’s current fiscal year, July 1, 2025, that was not enacted as

part of regular step-increases, promotion or otherwise within the normal course of operations of the Station, as the case may be.

- e. New Employees will serve a 1-year probationary period.
- f. New Employees' eligibility for defined benefit participation and leave accruals shall be in accordance with existing policy as promulgated by the County's Department of Human Resources (See Appendix A), in the Employee Handbook or on the County's Human Resources webpage. [Personnel Policies - Washington County \(washco-md.net\)](#).
- g. Seniority for full-time New Employees within the Division, as to priority for scheduling, Kelly Days, and vacation approvals, will be determined by current Division practices. General County employment seniority shall follow standard Human Resources Department policies.
- h. The County assumes no liability for any compensation owed to Station Employees by Station, including but not limited to: wages, back-pay, accumulated vacation time or sick leave, health insurance liabilities, retirement or other deferred compensation plan, or any other amount or sum due and owing to a Station Employee.
- i. The provisions of this Section 2, shall apply only to those Station Employees employed by the Station as of the date of this MOU. Nothing contained herein shall be construed as an ongoing, open, or rolling hiring process. The Station shall provide a list of the full-time and part-time Station Employees requesting to be hired by the County.

3. County Personnel and Volunteer Relations.

- a. Assignment and Scheduling of County Personnel
 - i. The Division agrees to provide staffing to the Station based upon available resources and Division priorities.
 - ii. The Division shall have sole responsibility and final authority over the assignment and /or schedule of County Personnel.
 - iii. Within the limits of ability, the Division will provide the Company with access to the Division scheduling program or provide a copy of the scheduled Division coverage for their station.
 - iv. The County shall provide liability coverage for the acts and omissions of County Personnel that are committed within the scope of their public duties and employment. The County will make a copy of its insurance coverage for County Personnel available to the Volunteer Station for file.

4. Management of County Personnel.

- a. The County, through its oversight of the Division will maintain responsibility for hiring, training and maintaining the qualifications, assignments, and discipline of all County Personnel.
- b. County Personnel are subject to Washington County Personnel Rules and Regulations (See Appendix A).
- c. A copy of the Washington County Personnel Rules and Regulations will be provided to the Volunteer Station Chief or designee.
- d. Any violation of a Volunteer Station or Company policy should be reported to the assigned Division Regional Officer who will either refer the issue as appropriate, or conduct an appropriate inquiry, and determine an appropriate course of action, in accordance with the County's progressive discipline policy (See Appendix A).
- e. The Division maintains responsibility for all matters involving the conduct and services provided by Division personnel, regardless of the equipment, apparatus, or the facility being used or represented.
- f. The County shall be responsible for all compensation and benefits of County Personnel, including the worker's compensation coverage for County Personnel assigned to the Volunteer Station.
- g. To the extent possible, County Personnel shall operate under the policies and procedures of the Volunteer Station, provided no conflict exists with County policy or regulation. Copies of these policies must be provided to the Director or his/her designee prior to County Personnel placement at the Station and any amendments or new policies shall be provided to the Director as they are implemented. Station specific administrative rules and regulations will not be altered, amended, or deleted by the Director unless mutually agreed upon, in writing by the leadership of the Volunteer Station. It is highly recommended that the Volunteer Station post all applicable rules or regulations for County Personnel in a space accessible to County Personnel. To the extent there is an unresolvable conflict, the County policy shall control.
- h. County Personnel will not be responsible for, or given tasks associated with maintenance, janitorial duties, etc. of portions of the Station's property whose general primary purpose is revenue generation, such as bingo halls, carnival grounds, banquet facilities, and activities buildings.
- i. On-duty County Personnel may not be requested and shall not assist in the Volunteer Station's gaming or fund-raising activities, such as but not limited to, selling raffle tickets, working bingo, working a carnival booth, or selling food.

- j. On-duty County Personnel may be requested to participate in event set-up or clean-up, to include trash removal, so long as no health hazard is created in doing so.
- k. The Station shall provide apparatus and other vehicles (Station and/or Division owned) to County Personnel assigned to the Station to enable County Personnel to perform their duties, including driver's training, incident responses, Station supported/authorized training, public education and community related events and activities. County Personnel and Volunteers may operate only the vehicle they are licensed and approved to operate under the Division and Station standard operating procedures and standard operating guidelines. Station and the Director shall establish other criteria governing the use of the Station and Division-owned vehicles. Director shall not lessen any Station mandated standards for operation of any equipment.
- l. Station shall be responsible for ensuring all maintenance and inspections are performed on Station-owned apparatus and vehicles and that said apparatus and vehicles have current certifications and have passed all required inspections as required by all federal, state, or local laws or regulations.
- m. As needed, the Volunteer Station will provide housing space, inside the facility, for Division assigned apparatus.

5. Station Obligations to County Personnel. Station agrees to provide the following for County Personnel:

- a. At a minimum, the Station must purchase and maintain one (1) fully functional and adequately equipped (per County standards and State requirements) EMS transport unit (ambulance).
- b. A workplace that is compliant with all safety standards and codes.
- c. A smoke and tobacco free work setting (See Appendix A). This does not include Station-owned property not designated as a work setting (to include attached or unattached spaces used for public rentals, bingo or other social gatherings).
- d. Adequate parking for each assigned County Personnel.
- e. One (1) bed (if Station receives 24-hour-per-day-County Personnel staffing) for every assigned position on a shift. The bed shall be, at a minimum, a twin bed of acceptable construction with a mattress and mattress cover. Beds must be located in an area suitable for sleeping. This may be a common space shared with Volunteers.
- f. Restroom facilities to include appropriate shower facilities. Appropriate facilities are defined as being clean and free of mold and mildew, supplied with

ample hot and cold water and personal privacy with locking door(s) where co-ed facilities are utilized.

- g. One secure locker for each County Personnel regularly assigned to work at the Station to accommodate a uniform change and house personal hygiene items. (Suggested 12”W x 18”D x 72”H)
- h. Access to a functional kitchen with adequate facilities (i.e., stove/oven, refrigerator, sink/countertops, kitchen table/chairs, cooking pots/pans, dishware and utensils) to allow County Personnel to prepare meals during their shift.
- i. Access to a washer/dryer to allow for uniform washing. If available, access to and use of a gear washer to allow for washing of PPE.
- j. At a minimum, a functional telephone in the sleeping areas of the Station.
- k. If available, access to physical training areas and equipment. If physical fitness equipment is not available within the Volunteer Station, the Station shall provide reasonable allowance to County Personnel to travel in Station Property to an alternate facility for the same. The County will ensure that all mandated physical training activities are covered under the County’s Worker’s Compensation insurance or employees and volunteers.
- l. A storage area free from direct sunlight or UV light for the storage of personal protective equipment.
- m. Adequate cleaning supplies and equipment for County Personnel use and for Station maintenance.
- n. Access to audio visual equipment in the Station for training programs.
- o. As necessary, access to a County-provided network connection for computer placement, and a functional fax, scan, and copy (multifunctional) machine and a bulletin board. Station agrees to permit installation of necessary equipment for County Personnel to operate on County hardware and software, at County’s sole cost and expense. County agrees to perform all restorative acts necessary to return Station to good condition immediately following any installation.
- p. Suitable secure storage space for County Personnel paperwork and sufficient supply of office supplies needed to accomplish routine administrative tasks.

6. County/Division Obligations to Stations.

- a. When County information/technology services are needed as determined by the Division, the County will provide for the installation, maintenance, licensing, and expenses for such services under the same terms and conditions as paragraph 3(m) above. Station will remain responsible for its own information/technology equipment.

- b. Use of Apparatus/Vehicles – For the use of the apparatus/vehicles, the County agrees to continue funding the daily operational costs associated with the use of the apparatus/vehicles through the annual budget process. This shall include, but not be limited to, funding for fuel, maintenance, insurance, etc.
- c. Work Environment – The Division desires to work with Volunteers and WCVFRA to create a safe and civil work environment in the Station. The County Personnel and Volunteers agree to follow all Federal, State, County, and Division policies to ensure a harmonious relationship.
- d. The County, as Authority Having Jurisdiction and through the Division, and the Station will recognize an integrated chain-of-command defined as any Volunteer or County Personnel officer at the same rank are recognized in equal capacity/authority within the assigned Volunteer Station.
- e. Complaints (Volunteer) (See Appendix B)
 - i. Volunteer complaints regarding County Personnel will first be directed to the Division station officer or regional officer in the absence of a station officer.
 - ii. If the Division station officer is involved in the complaint, the complaint shall be directed to the Volunteer Chief or the station duty officer per Volunteer Station policy.
 - iii. In instances where it is felt that the in-station Division officer has not adequately addressed the complaint, the volunteer complaint will be escalated to the Volunteer Chief.
 - iv. The station officer will address the complaint by following Escalation Matrix, as defined by the Division.
 - v. If the chief officer is not satisfied with the response, he/she shall direct the complaint to the on-duty Division Duty Officer.
- f. Complaints (Division) (See Appendix B)
 - i. County Personnel complaints regarding a Volunteer shall first be directed to the Station Duty Officer.
 - ii. If the Station Duty Officer cannot be contacted, or the complaint involves that officer, the complaint shall be directed to the DES Regional Officer.
 - iii. In instances where it is felt that the Station Duty Officer, or Division Regional Officer has not adequately addressed the complaint, a complaint from County Personnel will be escalated to the Operations Manager, or DES Duty Officer if the incident occurs after hours.
- g. Discipline – The Division agrees that all disciplinary action stemming from strictly Station/Volunteer affairs are the responsibility of the Station. If Station

discipline involves a Volunteer's removal from operations, the Director shall be notified of the removal. The Director will serve as a resource to the Station on matters, if requested.

- h. Communications – Station President and Volunteer Fire Chief, or their designees, shall meet with the Director at least once per quarter, or as required to ensure a professional work environment.
- i. The Station, having an EMS transport unit, shall be guaranteed to retain at least one staffed transport unit, even when staffed by County Personnel. It will be the discretion of the Director to determine additional staffing levels for each additional unit and will be dependent upon evolving metrics.

7. Budget and Funding.

- a. Upon the County's hiring of the New Employees and subsequent staffing of the Station, the County shall receive eighty percent (80%) of the net billing revenue generated by the Station for providing emergency medical services. The Station shall retain the remaining twenty (20%) percent of said revenue.
- b. When the Station staffs a second EMS transport unit to respond to a call, with appropriate Volunteer staffing, defined as a qualified driver and qualified EMS clinician (based on call type), the Station shall be entitled to retain a greater share of the net billing than stated above. In this scenario, the County and the Station shall each receive 50% of said net billing.
- c. Upon the County's hiring of the New Employees, the County shall cease providing the health insurance subsidy and the staffing subsidy previously provided to the Station.
- d. The annual funding provided by the County to the Station will not be affected by the terms of this MOU. Additionally, the following funding sources are intended to remain unaffected by this MOU:
 - i. Senator Amoss 508 funding,
 - ii. State Gaming funding,
 - iii. The Station may continue its annual subscription/membership fund drive, the obligations of which the County agrees to honor, with regard to billing of the Station's subscribers/members.
 - iv. County Fuel and Maintenance programs, and
 - v. Property, casualty, liability and vehicle insurance.
- e. The Division will assume EMS billing responsibility upon placement of County Personnel in the Station.
- f. The Company will complete and provide all documents, signatures and cooperate necessary to facilitate ES billing.

- g. The County will establish billing rates upon the County assuming EMS billing for the Company.
- h. The Authority Having Jurisdiction, or their designee, shall have the authority to audit Station expenditures of County funds and provide input and analysis on proposed Station budgets. The County reserves the right to review actual expenditures made pursuant to prior budgets.

8. Indemnification and Insurance.

- a. The County shall indemnify, protect, and save harmless the Station from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, or judgment where County Personnel is deemed at fault or negligent, up to the applicable tort caps and immunities.
- b. Insurance deductibles will be the responsibility of the owner of the Property, unless damage was caused by County Personnel operating Station owned Property or Volunteers operating County-owned Property.
- c. These coverage levels shall be reviewed annually by the insurance carrier, the County's risk management specialist, and individual Station representatives. To the extent available, the County shall maintain coverage based on the agreed-upon values on all insured Property. These values shall be mutually agreed-upon by all parties during the annual review of coverage. If an agreement cannot be reached, the insured value will be determined by an independent insurance appraisal.
- d. In the event of a claim for partial loss of any Station-owned Property, all amounts paid by any insurer for said Property, shall be made directly to the contractor or County (as the first insured) for the repair of said damage. In the event of a total loss, the entity responsible for replacing the Property shall receive any insurance proceeds from the County.
- e. The County will process claims with the cooperation of the Station, as well as fund insurance coverage for the following: i) Property, ii) Crime, iii) Liability, iv) Accident & Sickness for Volunteers, and v) Worker's Compensation.

9. Term. The term of this MOU shall be continuous (the "Term") and may be reviewed by the County by sending a written notice through the Director to commence said review. Notwithstanding anything to the contrary, the Station shall have no right to terminate this MOU during the first ten (10) years of the Term, except for acts of gross negligence by the County. Termination of this MOU by either party will result in the cessation of staffing of the Station with County Personnel.

10. Governance. The terms of this MOU and its execution shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Understanding of the Parties. This MOU represents the complete, total, and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this MOU, shall be deemed to exist or bind the parties at the time of execution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first written above.

ATTEST:

STATION:

CLEARSPRING AMBULANCE CLUB,
INC.

BY: _____ (SEAL)

Name:

Title:

WITNESS:

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

BY: _____ (SEAL)

John F. Barr, President

Approved as to form for execution by the County:

Zachary J. Kieffer
Assistant County Attorney

APPENDIX A
LIST OF SELECT COUNTY PERSONNEL POLICIES

- **PR-2: Progressive Discipline and Dismissal**
- **PR-5 Alcohol and Substance Abuse Testing**
- **PR-5A Alcohol-Free Drug-Free Workplace**
- **PR-13 Anti-Harassment**
- **PR-21 Violence in Workplace**
- **PR-24 Hiring Process**
- **PR-37 Anti-Discrimination**

****Appendix A is for reference purposes related to this MOU, only and not an exhaustive list of all personnel policies applicable to New Employees and County Personnel.****

APPENDIX B
CONFLICT ESCALATION MATRIX

DES Responsibility/Conflict Escalation Matrix

(each notification required within this document will be made to the indicated individual(s) by the DES staff member(s) identified within each section)

DES Duty Officer/Operations Manager-Fire

General daily oversight of DES Fire/EMS personnel

Handles station and staff operational complaints during normal working hours

Escalates unresolved issues to the Deputy Director – Operations or Director as requested

Handles issues between multiple personnel with emphasis on resolution at the lowest level

Escalates unresolved issues to the DES Operations Manager - Fire, or the DES Duty Officer outside of normal working hours

Situations requiring escalation and/or notification to the Deputy Director and Director

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Station Captain/Lieutenant's

Station Liaison and In-station 24-hour DES Staff Supervision

Handles issues involving assigned personnel, with emphasis on resolution at this level

Situations requiring escalation to the Operations Manager-Fire

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Firefighter, Firefighter/Paramedic, Paramedics, EMT's

Handles "person to person" issues, with emphasis on resolution at this level

Escalates unresolved issues to the DES station officer for input or resolution

Situations requiring escalation to DES Station Officer

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence