



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

September 15, 2020

OPEN SESSION AGENDA

The meeting of the Board of County Commissioners of Washington County will be held at 100 West Washington Street, Suite 1113, Hagerstown. Due to Governor Hogan's Executive Order and gathering restrictions, Board members will be practicing social distancing. County buildings remain closed to public access except by appointment. Therefore, there will be no public attendance in the meeting chambers. The meeting will be live streamed on the County's YouTube and Facebook sites.

- 10:00 AM** **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
CALL TO ORDER, *President Jeffrey A. Cline*
- 10:05 AM** **APPROVAL OF MINUTES:** *August 25, 2020 and September 1, 2020*
- 10:10 AM** **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:15 AM** **STAFF COMMENTS**
- 10:20 AM** **9/11 REMBERANCE PROCLAMATION**
- 10:25 AM** **ESTABLISHING ONE ENTITY IN WASHINGTON COUNTY AS THE LOCAL AUTHORITY FOR BEHAVIORAL HEALTH SERVICES** – *Rick Rock, Wash Co Mental Health Authority; Earl Stoner, Health Officer; Vicki Sterling, Local Addiction Authority, Health Department*
- 10:30 AM** **COUNTY COMMISSIONERS OF WASHINGTON COUNTY TAXABLE REFUNDING BONDS OF 2020 AUTHORIZING RESOLUTION** – *Lindsey Rader, Bond Counsel; Sara Greaves, CFO*
- 10:35 AM** **EXECUTIVE ORDER – PAYROLL TAX DEFERRAL** – *Sara Greaves, CFO*
- 10:45 AM** **INTERGOVERNMENTAL COOPERATIVE PURCHASE OF NINE 2021 FORD POLICE INTERCEPTOR UTILITY VEHICLES FOR SHERIFF'S OFFICE (INTG-20-0045)** – *Brandi Naugle, Buyer, Purchasing; Alan Matheny, Fleet Logistics & Commercial Vehicle Enforcement Supervisor, Sheriff's Office*
- 10:50 AM** **INTERGOVERNMENTAL COOPERATIVE PURCHASE OF AMMUNITION (INTG-20-0041)** – *Rick Curry, Director, Purchasing; Cody Miller, Grants Manager/Quartermaster*
- 10:55 AM** **INTERGOVERNMENTAL COOPERATIVE PURCHASE OF AEROCLAVE ROOM DECONTAMINATION SYTSEM FOR EMERGENCY SERVICES (INTG-20-0040)** – *Rick Curry, Director, Purchasing; Shawn Hartstock, Captain, Division of Emergency Services*
- 11:00 AM** **INTERGOVERNMENTAL COOPERATIVE PURCHASE OF ONE NEW 35-TON DUMP TRUCK FOR SOLID WASTE (INTG-20-0039)** – *Rick Curry, Director; Dave Mason, Solid Waste*
- 11:05 AM** **DRAPER CONSERVATION RESERVE ENHANCEMENT PROGRAM EASEMENT PROPOSAL** – *Chris Boggs, Land Preservation Planner, Planning & Zoning*

- 11:10 AM** **FY21 OPIOID OPERATIONAL COMMAND CENTER GRANT**– *Rebecca Hogamier, Program Director, Sheriff's Office Day Reporting Center; Allison Hartshorn, Grant Manager, Office of Grant Management*
- 11:15 AM** **EMERGENCY NUMBER SYSTEMS BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING FOR ADD ON SERVICE FOR TELEPHONE SYSTEM** – *Brian Albert, Assistant Director, Emergency Communications; Allison Hartshorn, Grant Manager, Office of Grant Management*
- 11:20 AM** **APPROVAL OF ZONING MAP AMENDMENT RZ-20-001** – *Travis Allen, Comprehensive Planner, Planning & Zoning; Kirk Downey, County Attorney*
- 11:25 AM** **EMPLOYEE VACATION LEAVE CARRY-OVER REQUEST** – *Deborah Condo, Deputy Director, Human Resources*
- 11:30 AM** **CITIZEN PARTICIPATION DURING OPEN MEETINGS** – *Tom Brown, Emergency Manager*
- 11:35 AM** **CLOSED SESSION** - *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals)*
- 12:30 PM** **ADJOURNMENT**



Agenda Report Form

Open Session Item

SUBJECT: National Day of Service and Remembrance

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Board of County Commissioners

REPORT-IN-BRIEF: Certificate of Recognition Presentation

WHEREAS, on September 11, 2001 many Americans faced both an indescribable tragedy and an extraordinary challenge, and;

WHEREAS, all citizens of our Country come together to pray for those whose lives were forever changed by the loss of a loved one, and;

WHEREAS, we strengthened our resolve to stand together as one Nation, and;

WHEREAS, the strength of our Nation may have been tested in New York City, Washington D.C. and in a field near Shanksville, Pennsylvania, but our resilience never failed, and;

WHEREAS our gratitude is given to the first responders and all heroes who acted and saved so many lives, their service will never be forgotten.

NOW THEREFORE, We the Board of County Commissioners of Washington County, Maryland, do hereby recognize the month of September 2020 as “National Day of Service and Remembrance” in Washington County and do commend this observance to all our citizens.



Agenda Report Form

Open Session Item

SUBJECT: Establishing one entity in Washington County as the local authority for Behavioral Health Services.

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Rick Rock, Director, Washington County Mental Health Authority, Inc.; Earl Stoner, Health Officer, Washington County Health Department; Vicki Sterling, Local Addiction Authority, Washington County Health Department.

RECOMMENDED MOTION: Establish a community workgroup to discuss and recommend to the Board of County Commissioners a new structure for a single local behavioral health authority for Washington County.

REPORT-IN-BRIEF: 1) Define the current structure of local authorities for mental health and substance use disorders; 2) Provide the basis for the purpose of establishing one entity as the local authority in the County; and 3) Discuss the function of a community workgroup and provide examples of membership.

DISCUSSION:

FISCAL IMPACT: Unknown at this time.

CONCURRENCES:

ATTACHMENTS: Schematic regarding the current structure in Washington County

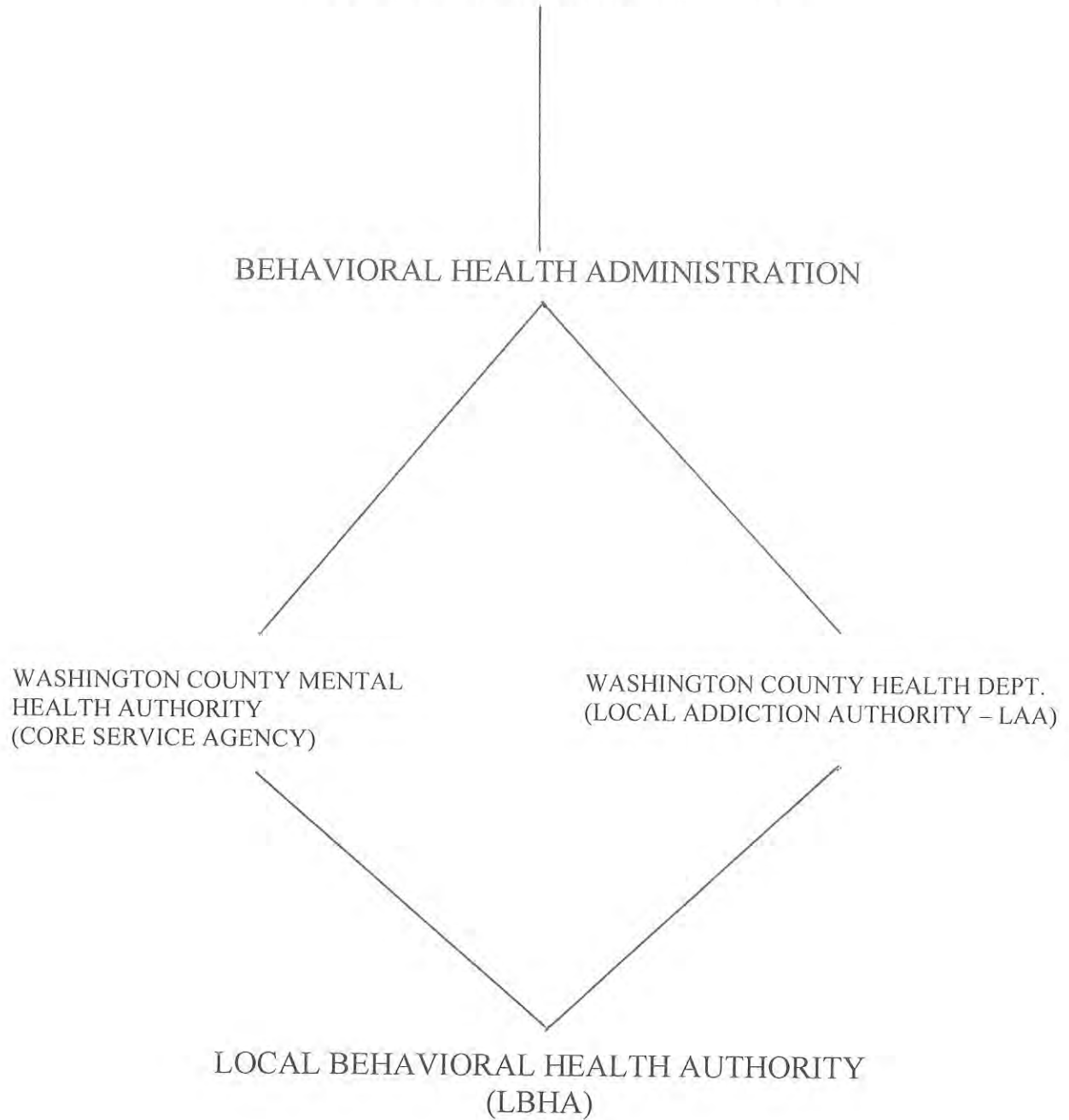
MD DEPARTMENT OF HEALTH

BEHAVIORAL HEALTH ADMINISTRATION

WASHINGTON COUNTY MENTAL
HEALTH AUTHORITY
(CORE SERVICE AGENCY)

WASHINGTON COUNTY HEALTH DEPT.
(LOCAL ADDICTION AUTHORITY – LAA)

LOCAL BEHAVIORAL HEALTH AUTHORITY
(LBHA)





Agenda Report Form

Open Session Item

SUBJECT: County Commissioners of Washington County Taxable Refunding Bonds of 2020 Authorizing Resolution

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Lindsey A. Rader, Bond Counsel for Washington County, and Sara L. Greaves, Chief Financial Officer

RECOMMENDED MOTION: Move to approve the resolution authorizing County Commissioners of Washington County (the “County”) to issue and sell, at public sale, upon its full faith and credit, a series of general obligation bonds in the original aggregate principal amount not to exceed \$22,000,000 for the purpose of advance refunding in whole or in part the outstanding callable maturities of the County’s (i) Public Improvement Bonds of 2011 (the “2011 Bonds”) and/or (ii) Public Improvement Bonds of 2012 (the “2012 Bonds”), and paying issuance costs.

REPORT-IN-BRIEF: Certain Chapter Laws of Maryland, County Code provisions and provisions of the Annotated Code of Maryland, as applicable, authorize the County to issue and sell at public sale, upon its full faith and credit, general obligation bonds for the purpose of advance refunding in whole or in part the outstanding callable maturities of the 2011 Bonds and the 2012 Bonds. The callable maturities of the 2011 Bonds may not be redeemed at the County’s option until July 1, 2021, and the callable maturities of the 2012 Bonds may not be redeemed at the County’s option until July 1, 2022. Under current federal tax law, such advance refunding bonds must be issued on a taxable basis. The refunding bonds will not exceed \$22,000,000 in original aggregate principal amount (the amortization schedule for the refunding bonds set forth in the resolution assumes an original aggregate principal amount of \$19,675,000). Certain details of the refunding bonds are subject to adjustment based on market conditions, due to legal or tax considerations or for other reasons identified in the resolution. The Chief Financial Officer is authorized to make certain determinations and adjustments with respect to the refunding bonds prior to release of the Preliminary Official Statement provided for in the resolution or following such release but prior to the sale of the refunding bonds, including (without limitation) adjustments to the original aggregate principal amount thereof and the amortization schedule therefor; changing the principal and interest payment dates if the sale date is moved beyond October 31, 2020 (it is currently scheduled for September 30, 2020); and determining the prior bonds to be refunded. In addition, authority to award or reject all bids at the sale, and to make certain post-sale adjustments contemplated by the resolution, is delegated to the Chief Financial Officer, who shall act by order.

The resolution does not provide for the advance refunding of the 2011 Bonds maturing on July 1, 2021 or the 2012 Bonds maturing on July 1, 2021 and July 1, 2022; the County will pay debt service on those bonds as scheduled. In addition, the resolution does not provide for the advance refunding of the County's Refunding Bonds of 2012 issued simultaneously with the 2012 Bonds.

DISCUSSION: The resolution provides that the Chief Financial Officer may determine not to issue the refunding bonds at all if sufficient cost savings cannot be achieved. It is anticipated that any net original issue premium received in connection with the sale will be applied first to pay underwriter's discount and then to cover issuance costs and/or to reduce the par amount of the refunding bonds need to be issued to advance refund the 2011 Bonds and 2012 Bonds refunding candidates. Unlike with a tax-exempt issue, significant net original issue premium is not typically realized in connection with the sale of a taxable issue; accordingly, the authorized par amount of the refunding bonds has been sized to cover issuance costs in the event net original issue premium is insufficient for such purpose. While the amount of net original issue premium bid by bidders at the sale held for the County's Public Improvement Bonds of 2020 and Refunding Bonds of 2020 issued in June 2020 allowed the County to reduce the actual par amount of those bonds series to be issued, it is not anticipated that the County will receive net original issue premium with respect to the refunding bonds in an amount that will allow it to significantly reduce the par amount of the refunding bonds to be issued.

FISCAL IMPACT: The refunding will be pursued only if debt service savings can be achieved.

CONCURRENCES: Interim County Administrator and County Attorney

ALTERNATIVES: Depending on market conditions at the time of sale, the County could forego potential debt service savings if the refunding bonds are not issued.

ATTACHMENTS: Resolution and draft Preliminary Official Statement. (Financial Statements and Supplemental Schedules together with Report of Independent Public Accountants available online at www.washco-md.net under Budget and Finance Department.)

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2020-

A RESOLUTION AUTHORIZING AND EMPOWERING COUNTY COMMISSIONERS OF WASHINGTON COUNTY (THE “COUNTY”) TO ISSUE AND SELL AT PUBLIC SALE, UPON ITS FULL FAITH AND CREDIT, A SERIES OF ITS GENERAL OBLIGATION BONDS DESIGNATED “COUNTY COMMISSIONERS OF WASHINGTON COUNTY TAXABLE REFUNDING BONDS OF 2020”, PURSUANT TO THE PROVISIONS OF, AS APPLICABLE, CHAPTER 392 OF THE LAWS OF MARYLAND OF 2007, TITLE 6 OF THE CODE OF PUBLIC LOCAL LAWS OF WASHINGTON COUNTY (2019 EDITION), AND SECTION 19-207 OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, EACH AS AMENDED AS APPLICABLE, FOR THE PUBLIC PURPOSE OF ADVANCE REFUNDING ALL OR A PORTION OF THE OUTSTANDING (1) COUNTY COMMISSIONERS OF WASHINGTON COUNTY PUBLIC IMPROVEMENT BONDS OF 2011 AND/OR (2) COUNTY COMMISSIONERS OF WASHINGTON COUNTY PUBLIC IMPROVEMENT BONDS OF 2012, AND PAYING RELATED COSTS; SPECIFYING THE MAXIMUM ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SUCH SERIES OF BONDS, AND PROVIDING FOR ADJUSTMENTS TO THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SUCH BONDS AS SPECIFIED HEREIN, SUBJECT TO SUCH STATED MAXIMUM; PRESCRIBING THE TERMS AND CONDITIONS OF THE BONDS AND THE TERMS AND CONDITIONS UPON WHICH THE BONDS SHALL BE ISSUED AND SOLD AND OTHER INCIDENTAL DETAILS WITH RESPECT THERETO; PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE COUNTY TO THE PAYMENT OF THE BONDS AND PROVIDING THAT, IN THE EVENT FUNDS AVAILABLE TO THE COUNTY ARE INSUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS, THE COUNTY SHALL LEVY AND COLLECT AD VALOREM TAXES UPON ALL THE LEGALLY ASSESSABLE PROPERTY WITHIN WASHINGTON COUNTY SUFFICIENT TO PROVIDE FOR SUCH PAYMENTS WHEN DUE; PROVIDING FOR, AS APPLICABLE, A BOND REGISTRAR AND PAYING AGENT, AN ESCROW DEPOSIT AGENT, AN ESCROW DEPOSIT AGREEMENT, A BIDDING AGENT AND A VERIFICATION CONSULTANT WITH RESPECT TO THE PROCEEDS OF THE BONDS; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE BONDS; APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE AND SALE OF SAID BONDS; MAKING CERTAIN FINDINGS CONCERNING DEBT LIMITATIONS OF WASHINGTON COUNTY; PROVIDING FOR THE REDEMPTION OF THE REFUNDED BONDS; PROVIDING THAT THE PROVISIONS OF THIS RESOLUTION SHALL BE LIBERALLY CONSTRUED; AND GENERALLY PROVIDING FOR THE ISSUANCE OF SAID BONDS.

RECITALS

Chapter 392 of the Laws of Maryland of 2007 (the “2007 Act”) authorized and empowered County Commissioners of Washington County (the “County”) to issue and sell bonds upon its full faith and credit in an aggregate principal amount not to exceed \$80,000,000 to provide funds to finance the cost of the construction, improvement or development (within the meaning of such Act) of certain public facilities in Washington County.

Title 6 of the Code of Public Local Laws of Washington County, Maryland, as amended to date, including, without limitation, the 2019 Edition (the “Water and Sewer Act”), authorizes and empowers the County to issue bonds upon its full faith and credit to provide funds for the purpose of paying the cost of a water system, sewerage system or drainage system or any part of such system that the County owns, constructs or operates (referred to as “projects” in the Water and Sewer Act).

Pursuant to the authority of the 2007 Act and the Water and Sewer Act, each as then in effect, the County previously issued upon its full faith and credit its County Commissioners of Washington County Public Improvement Bonds of 2011, dated May 24, 2011, in the original aggregate principal amount of \$14,170,000 (the “2011 Bonds”). As originally issued, the 2011 Bonds are scheduled to mature on July 1 in the years 2012-2031, inclusive. The 2011 Bonds maturing on and after July 1, 2022 are subject to redemption prior to their respective maturities, at the option of the County, in whole or in part on any date on or after July 1, 2021, in such order as shall be determined by the County, at a redemption price of the principal amount of such 2011 Bonds (or portions thereof) to be redeemed, plus accrued interest to the date fixed for redemption, without premium or penalty.

Pursuant to the authority of the 2007 Act and the Water and Sewer Act, each as then in effect, the County previously issued upon its full faith and credit its County Commissioners of Washington County Public Improvement Bonds of 2012, dated May 24, 2012, in the original aggregate principal amount of \$17,765,000 (the “2012 Bonds”). As originally issued, the 2012 Bonds are scheduled to mature (i) as serial bonds on July 1 in the years 2013-2027, inclusive, and in the years 2030-2032, inclusive, and (ii) as term bonds on July 1, 2029, with mandatory sinking fund installments due on such term bonds on July 1, 2028 and July 1, 2029. The 2012 Bonds maturing on and after July 1, 2023 are subject to redemption prior to their respective maturities, at the option of the County, in whole or in part on any date on or after July 1, 2022, in such order as shall be determined by the County, at a redemption price of the principal amount of such 2012 Bonds (or portions thereof) to be redeemed, plus accrued interest to the date fixed for redemption, without premium or penalty.

Simultaneously with the issuance of the 2012 Bonds, the County issued its County Commissioners of Washington County Refunding Bonds of 2012, dated May 24, 2012, in the original aggregate principal amount of \$7,740,000 (the “2012 Refunding Bonds”). The County is not pursuing a refunding of the 2012 Refunding Bonds at this time.

Pursuant to the authority of the 2007 Act, the Water and Sewer Act and Section 19-207 of the Local Government Article of the Annotated Code of Maryland (the “Refunding Act”), as applicable and as amended to date, the County has determined to advance refund all or a portion of the outstanding callable maturities of the 2011 Bonds and the 2012 Bonds as set forth on Exhibit A attached hereto, subject to the further provisions of this Resolution. Due to federal tax law changes, the County may not issue tax-exempt bonds to advance refund such outstanding bonds. Accordingly, any refunding bonds issued pursuant to this Resolution shall be issued on a taxable basis for federal income tax purposes.

Any refunded 2011 Bonds and any refunded 2012 Bonds will be advance refunded from proceeds of the issuance and sale of a series of the County's general obligation bonds in an original aggregate principal amount not to exceed \$22,000,000, subject to the further provisions of this Resolution.

The County has determined that the total debt service cost to the County with respect to any refunded 2011 Bonds and any refunded 2012 Bonds will be reduced by the County issuing the refunding bonds provided for in this Resolution and applying proceeds thereof to discharge and satisfy the indebtedness evidenced by such refunded bonds, thereby satisfying a requirement of the Refunding Act by realizing savings in the total cost of debt service on a direct comparison or present value basis.

The 2007 Act, the Water and Sewer Act and the Refunding Act are together referred to herein as the "Acts".

References in this Resolution to "principal amount" or "principal amounts" shall be construed as "par amount" or "par amounts", respectively. References in this Resolution to "finance" or "financing" are deemed to include "reimburse" or "reimbursing", respectively.

These Recitals constitute an integral part of this Resolution. Capitalized terms used in these Recitals and not otherwise defined in the following Sections of this Resolution shall have the meanings given to such terms in these Recitals.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY:

Section 1. Subject to the further provisions of this Resolution, the County hereby determines that it is necessary to borrow money and incur indebtedness pursuant to the authority of the 2007 Act, the Water and Sewer Act and the Refunding Act, as applicable, to advance refund all or a portion of the outstanding 2011 Bonds and/or the outstanding 2012 Bonds identified on Exhibit A hereto and to finance or reimburse related costs of issuance. The final maturities or portions of maturities of the 2011 Bonds and/or the 2012 Bonds to be so advance refunded, if any, will be determined prior to or upon the sale of the Refunding Bonds identified in the next paragraph in accordance with the further provisions of this Resolution. Any such 2011 Bonds and any such 2012 Bonds that are finally determined to be advance refunded in accordance with the provisions of this Resolution are referred to herein collectively as the "Refunded Bonds". The potential Refunded Bonds are all outstanding callable maturities of the 2011 Bonds and the 2012 Bonds.

Pursuant to the authority of the 2007 Act, the Water and Sewer Act and the Refunding Act, as applicable, the County has determined to borrow on its full faith and credit an original aggregate principal amount not to exceed \$22,000,000 in order to provide for the advance refunding of the Refunded Bonds and the financing or reimbursement of related costs of issuance, and shall evidence such borrowing by the issuance of a single series of its general obligation bonds in an original aggregate principal amount not to exceed \$22,000,000 and designated "County Commissioners of Washington County Taxable Refunding Bonds of 2020" (collectively, the "Refunding Bonds" and, individually, a "Refunding Bond").

It is the current intention of the Board of County Commissioners of Washington County, the governing body of the County (the "Board"), subject to market conditions, to advance refund all of the currently outstanding potential Refunded Bonds identified on Exhibit A hereto and to redeem such Refunded Bonds on the respective first date on which the Refunded Bonds of each series are subject to redemption at the option of the County, as identified on Exhibit A hereto. Notwithstanding anything to the contrary contained in this Resolution, in the event the Chief Financial Officer of the County (who constitutes the Director of the Office of Budget and Finance for purposes of the County Code, the "Chief Financial Officer"), on behalf of the County, with the advice of the financial advisor to the County and bond counsel to the County, determines from time to time prior to the sale of the Refunding Bonds that legal or tax considerations limit the County's ability to advance refund a portion of the potential Refunded Bonds identified on Exhibit A hereto, that sufficient savings cannot be achieved or the goals of the applicable Acts will not be met by refunding a portion of the potential Refunded Bonds identified on Exhibit A hereto, that anticipated original issue premium is expected to be available for application to the advance refunding of the Refunded Bonds, and/or that the amortization schedule for the Refunding Bonds should be adjusted in order to maximize debt service savings in any particular fiscal year or years, to avoid an over-issuance problem and/or due to market considerations, such official may adjust the original aggregate principal amount of the Refunding Bonds as set forth in Section 2 hereof upward or downward (so long as such original aggregate principal amount, as adjusted, does not exceed \$22,000,000), and correspondingly adjust one or more of the original aggregate principal amounts of the maturities of the Refunding Bonds set forth in Section 3 hereof upward or downward, and to the extent necessary, eliminate one or more of the maturities of the Refunding Bonds provided for in Section 3 hereof, in order to reflect such overall adjustment in the original aggregate principal amount of the Refunding Bonds, and any such adjustment (i) shall be reflected in the Preliminary Official Statement provided for in Section 20 hereof if such determination is made prior to the release of such Preliminary Official Statement or (ii) shall be communicated in accordance with the provisions of the official Notice of Sale provided for in Section 10 hereof if such determination is made after the release of such Preliminary Official Statement. It is the stated intention of the Board that, to the extent available for such purpose, any original issue premium provided for in the successful bidder's bid for the Refunding Bonds be applied to reducing the par amount of the Refunding Bonds needed for the purposes contemplated in this Section 1 after giving effect to the payment of underwriter's discount and any amount of such original issue premium that may be applied to costs of issuance of the Refunding Bonds.

In addition, notwithstanding anything to the contrary contained in this Resolution, in the event the Chief Financial Officer, on behalf of the County, with the advice of the financial advisor to the County and bond counsel to the County, determines from time to time prior to the sale of the Refunding Bonds that legal or tax considerations limit the County's ability to advance refund any portion of the potential Refunded Bonds identified on Exhibit A hereto and/or that sufficient savings cannot be achieved or the goals of the applicable Acts will not be met by advance refunding any portion of the potential Refunded Bonds identified on Exhibit A hereto, such official may determine that the Refunding Bonds shall not be issued. If the Preliminary Official Statement provided for in Section 20 hereof has been released prior to such determination, such determination shall be communicated in accordance with the provisions of the official Notice of Sale provided for in Section 10 hereof. In such event, all provisions of this Resolution relating to the issuance of the Refunding Bonds and the advance refunding and redemption of the Refunded Bonds shall

be construed to be inapplicable. The provisions of this paragraph provide for the delegation to the Chief Financial Officer of certain authority separate and apart from other authority delegated to the Chief Financial Officer pursuant to the provisions of this Resolution to postpone and reschedule the sale of the Refunding Bonds from time to time.

The final actual maturities or portions of maturities of the potential Refunded Bonds identified on Exhibit A hereto to be advance refunded from the proceeds of the Refunding Bonds, if any, shall be determined in accordance with an order of the Chief Financial Officer delivered in conjunction with the award of the sale of the Refunding Bonds in accordance with the provisions of Section 11 hereof.

The final original aggregate principal amount of the Refunding Bonds, the final maturities of the Refunding Bonds, and the final original aggregate principal amount of each maturity of the Refunding Bonds, if any, will be determined in accordance with an order or orders of the Chief Financial Officer delivered in conjunction with the award of the sale of the Refunding Bonds in accordance with the provisions of Section 11 hereof.

The County will not be advance refunding (i) the 2011 Bonds maturing on July 1, 2021 or (ii) the 2012 Bonds maturing on July 1, 2021 and July 1, 2022.

Section 2. The Refunding Bonds shall be dated their dated date and shall be issued in the denominations of \$5,000 each or any integral multiple thereof. The Refunding Bonds shall bear interest from their dated date. Subject to the further provisions of this Section 2, interest on the Refunding Bonds shall be payable on January 1, 2021 and on each July 1 and January 1 thereafter until maturity or, as applicable, prior redemption. Each January 1 or July 1 on which interest is due on the Refunding Bonds is referred to herein as an “Interest Payment Date”. Interest shall be calculated on a 30-day month/360-day year basis.

Subject to the provisions of this Resolution, the Refunding Bonds shall mature or be subject to mandatory sinking fund redemption as designated by the successful bidder for the Refunding Bonds, on July 1 of the years and in the amounts as follows:

REFUNDING BONDS*

<u>Year (July 1)</u>	<u>Principal Amount</u>	<u>Year (July 1)</u>	<u>Principal Amount</u>
2021	\$ 265,000	2027	\$1,910,000
2022	955,000	2028	1,940,000
2023	1,830,000	2029	1,970,000
2024	1,850,000	2030	2,000,000
2025	1,870,000	2031	2,040,000
2026	1,890,000	2032	1,155,000

* The principal amortization schedule for the Refunding Bonds set forth above is based on market conditions as of August 7, 2020 and provides for the Refunding Bonds to be issued in the original

aggregate principal amount of \$19,675,000. The original aggregate principal amount of, and original aggregate principal amount of each maturity of, the Refunding Bonds, is subject to adjustment or elimination as provided in Section 1 hereof and in the official Notice of Sale provided for in Section 10 hereof. In addition, the original aggregate principal amount of, and/or the original aggregate principal amount of each maturity of, the Refunding Bonds is subject to adjustment upward or downward after receipt of bids in accordance with the provisions of the official Notice of Sale provided for in Section 10 hereof. The final original aggregate principal amount of the Refunding Bonds, as issued, shall not exceed \$22,000,000.

Notwithstanding anything to the contrary contained in this Section 2, in the event the Chief Financial Officer determines at or prior to the date of sale of the Refunding Bonds in accordance with the provisions of Section 1 hereof not to refund one or more maturities of the potential Refunded Bonds, the Chief Financial Officer, with the advice of the financial advisor to the County and bond counsel to the County, is hereby authorized and empowered to (i) determine the first and last such principal payment dates for the Refunding Bonds, and (ii) change the first Interest Payment Date for the Refunding Bonds, and any such adjustments (A) shall be reflected in the Preliminary Official Statement provided for in Section 20 hereof if such determination is made prior to the release of such Preliminary Official Statement or (B) shall be communicated in accordance with the provisions of the official Notice of Sale provided for in Section 10 hereof if such determination is made after the release of such Preliminary Official Statement.

The foregoing provisions of this Section 2 are also subject to the provisions of Sections 1, 10 and 11 hereof.

Subject to the provisions of Section 10 hereof, each Refunding Bond shall bear interest from its dated date if no interest payment has been paid or from the most recent Interest Payment Date to which interest has been paid or duly provided for; provided, however, that each Refunding Bond authenticated after the Record Date (as hereinafter defined) for any Interest Payment Date, but prior to such Interest Payment Date, shall bear interest from such Interest Payment Date. Interest on the Refunding Bonds shall be paid at the rate or rates named by the successful bidder therefor in accordance with the terms of the official Notice of Sale hereinafter provided for.

The County hereby appoints Manufacturers and Traders Trust Company, a New York state banking corporation, as bond registrar and as paying agent for the Refunding Bonds (the "Bond Registrar and Paying Agent").

The principal of and interest on the Refunding Bonds shall be payable in such money of the United States of America as is lawful at the time of payment.

So long as the Refunding Bonds are maintained in Book-Entry Form (as hereinafter defined), payments of principal or redemption price (if any) of the Refunding Bonds shall be made as described in Section 4 hereof. At any other time, the principal or redemption price (if any) of each Refunding Bond shall be paid upon presentment and surrender of such Refunding Bond on the date such principal or redemption price (if any) is payable or if such date is not a Business Day (as hereinafter defined) then on the next succeeding Business Day at the designated corporate trust office of the Bond Registrar and Paying Agent.

Interest on each Refunding Bond shall be payable to the person in whose name such Refunding Bond is registered (the “Registered Owner”) on the registration books maintained for the Refunding Bonds as of the close of business on the 15th calendar day of the month immediately preceding each Interest Payment Date (the “Record Date”). So long as the Refunding Bonds are maintained in Book-Entry Form, payment of interest on of the Refunding Bonds shall be made as described in Section 4 hereof. At any other time, payment of the interest on each Refunding Bond shall be made by check mailed on the date such interest is payable or, if such date is not a Business Day, then the next succeeding Business Day to the address of such Registered Owner as it appears on said registration books for the Refunding Bonds (the “Bond Register”).

“Business Day” means a day other than a Saturday, Sunday or day on which the Bond Registrar and Paying Agent is authorized or obligated by law or required by executive order to remain closed.

The interest on any Refunding Bond which is payable, but is not punctually paid or duly provided for, on the appropriate Interest Payment Date shall forthwith cease to be payable to the Registered Owner thereof by virtue of having been such Registered Owner on the relevant Record Date; and such interest shall be paid by the Bond Registrar and Paying Agent to the person in whose name the Refunding Bond (or its predecessor Refunding Bond) is registered at the close of business on a date to be fixed by the Bond Registrar and Paying Agent for the payment of such interest, notice thereof being given by first class mail (postage prepaid) to said person not fewer than 30 days prior to such record date, at the address of such person appearing on the Bond Register, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Refunding Bonds may be listed and upon such notice as may be required by such exchange.

Section 3. The Refunding Bonds shall be issued as fully registered bonds registered on the Bond Register kept for that purpose by the Bond Registrar and Paying Agent, and shall be registered and transferred in accordance with the terms and conditions set forth in the Refunding Bonds. The Refunding Bonds shall be initially issued in the form of separate, single, authenticated, fully registered Refunding Bonds in the amount of each separate maturity of the Refunding Bonds.

Section 4. The provisions of this Section 4 shall apply to the Refunding Bonds so long as the Refunding Bonds shall be maintained in Book-Entry Form with a Depository (as hereinafter defined), any other provisions of this Resolution to the contrary notwithstanding.

A system for registration of the Refunding Bonds in Book-Entry Form with a Depository, which shall initially be The Depository Trust Company (“DTC”), shall be in effect on the date of the issuance and delivery of the Refunding Bonds.

(a) Upon initial issuance and delivery, one fully registered bond for the original aggregate principal amount of each maturity of the Refunding Bonds will be registered in the name of Cede & Co., as nominee for DTC, and immobilized in the custody of DTC or held by the Bond Registrar and Paying Agent on DTC’s behalf through DTC’s “FAST” system.

(b) Transfer of ownership interests in the Refunding Bonds will be accomplished by book entries made by the Depository and, in turn, by the direct or indirect participants (the “Participants”) who act on behalf of the ultimate purchasers of the Refunding Bonds (the “Beneficial Owners”). The Beneficial Owners will not receive certificates representing their ownership in the Refunding Bonds, except as hereafter provided.

(c) The principal or redemption price (if any) of and interest on the Refunding Bonds shall be payable to the Depository, or registered assigns, as the registered owner of the Refunding Bonds, in same day funds on each date on which the principal or redemption price (if any) of or interest on such the Refunding Bonds is due as provided for in this Resolution and in the Refunding Bonds or as otherwise required by the Depository. Such payments shall be made to the offices of the Depository specified by the Depository to the Bond Registrar and Paying Agent in writing. Without notice to or the consent of the holders of the Refunding Bonds, the County, the Bond Registrar and Paying Agent and the Depository may agree in writing to make payments of principal and interest on the Refunding Bonds in a manner different from that set out herein; no such written agreement shall be required if a change is provided for in the Depository’s operational arrangements. Neither the County nor the Bond Registrar and Paying Agent shall have any obligation with respect to the transfer or crediting of the appropriate principal and interest payments to the Participants or the Beneficial Owners or their nominees.

(d) The County may replace any Depository as the securities depository for the Refunding Bonds with another Depository or discontinue the maintenance of the Refunding Bonds with any Depository if (i) the County, in its sole discretion, determines that any (A) such Depository is incapable of discharging its duties with respect to the Refunding Bonds, or (B) the interests of the Beneficial Owners of the Refunding Bonds might be adversely affected by the continuation of the Book-Entry System (as hereinafter defined) with such Depository as the securities depository for the Refunding Bonds, or (ii) such Depository determines not to continue to act as a securities depository for the Refunding Bonds or is no longer permitted to act as such securities depository. Notice of any determination pursuant to clause (i) shall be given to such Depository at least 30 days prior to any such discontinuance (or such fewer number of days as shall be acceptable to such Depository). Neither the County nor the Bond Registrar and Paying Agent will have any obligation to make any investigation to determine the occurrence of any events that would permit the County to make any determination described in this paragraph.

(e) If, following a determination or event specified in subsection (d) above, the County discontinues the maintenance of the Refunding Bonds in Book-Entry Form, the County will issue replacement bonds (the “Replacement Bonds”) directly to the applicable Participants as shown on the records of the Depository or, to the extent requested by any Participant, to the Beneficial Owners of the Refunding Bonds as further described in this Section. The Bond Registrar and Paying Agent shall make provisions to notify the applicable Participants and the applicable Beneficial Owners by mailing an appropriate notice to the Depository, or by other means deemed appropriate by the Bond Registrar and Paying Agent in its discretion, that the County will issue Replacement Bonds directly to the Participants shown on the records of the Depository or, to the extent requested by any Participant, to Beneficial Owners of the Refunding Bonds shown on the records of such Participant, as of a date set forth in such notice, which shall be a date at least 10

days after receipt of such notice by the Depository (or such fewer number of days as shall be acceptable to the Depository).

In the event that Replacement Bonds are to be issued to the Participants or to the Beneficial Owners with respect to the Refunding Bonds, the Bond Registrar and Paying Agent shall promptly have prepared Replacement Bonds registered in the names of such Participants as shown on the records of the Depository or, if requested by such Participants, in the names of the Beneficial Owners of the Refunding Bonds, as shown on the records of such Participants as of the date set forth in the notice delivered in accordance with the immediately preceding paragraph. Replacement Bonds issued to Participants or to Beneficial Owners shall be in the authorized denominations, be payable as to principal and interest on the same dates as the Refunding Bonds, with interest being payable by check or draft mailed to each registered owner at the address of such owner as it appears on the Bond Register and principal being payable upon presentation to the Bond Registrar and Paying Agent, and be in fully registered form.

Replacement Bonds issued to a Depository shall have the same terms, form and content as the Refunding Bonds initially registered in the name of the Depository to be replaced or its nominee except for the name of the record owner.

(f) The Depository and its Participants and the Beneficial Owners, by their acceptance of the Refunding Bonds, agree that neither the County nor the Bond Registrar and Paying Agent shall have any liability for the failure of the Depository to perform its obligations to the Participants and the Beneficial Owners, nor shall the County or the Bond Registrar and Paying Agent be liable for the failure of any Participant or other nominee of the Beneficial Owners to perform any obligation to the Beneficial Owners of the Refunding Bonds.

For purposes of this Section 4, the following words have the following meanings:

“Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which (i) the ownership of beneficial interests in the Refunding Bonds may be transferred only through a book-entry and (ii) physical bond certificates for the Refunding Bonds in fully registered form are registered only in the name of a Depository or its nominee as holder, with the physical bond certificates “immobilized” in the custody of the Depository or its nominee or in the custody of the Bond Registrar and Paying Agent on behalf of the Depository.

“Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interests in municipal bonds, and to effect transfers of municipal bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company.

Section 5. (a) The Refunding Bonds are not subject to redemption prior to their stated maturities at the option of the County.

(b) Additional provisions relating to the mandatory sinking fund redemption of the Refunding Bonds (if applicable) are provided for in the form of Refunding Bond set forth in Section 7 hereof.

(c) Notwithstanding any provisions contained herein, during any period in which the Refunding Bonds are maintained pursuant to a Book-Entry System, any mandatory sinking fund redemption of the Refunding Bonds shall occur in accordance with the Depository's standard procedures for mandatory sinking fund redemption of obligations such as the applicable Refunding Bonds.

The provisions of this Section 5 are also subject to the provisions of Section 10 hereof.

Section 6. The Refunding Bonds, when issued, shall be executed in the name of the County by the manual or facsimile signature of the President or the Vice President of the Board and the seal of, or a facsimile of the seal of, the County shall be imprinted thereon, and the Refunding Bonds shall be attested by the manual or facsimile signature of the County Clerk and authenticated by the manual signature of the Bond Registrar and Paying Agent.

In the event any official of the County whose signature shall appear on any Refunding Bond described in this Resolution shall cease to be such official prior to the delivery of said Refunding Bond, his/her signature shall nevertheless be valid, sufficient and binding for the purposes herein intended.

There shall be printed on or attached to each of the Refunding Bonds the text of or a copy of the approving legal opinion of Bond Counsel with respect to the Refunding Bonds. Such printed text or opinion copy shall be certified by the manual or facsimile signature of the President or the Vice President of the Board to be a true and complete copy of such text or opinion as delivered to the County on the date of delivery of the Refunding Bonds to the successful bidder therefor.

Section 7. The Refunding Bonds shall be in substantially the following form, which form together with all of the terms, covenants and conditions therein contained, is hereby adopted by the County as and for the form of obligation to be incurred by it, and said terms, covenants and conditions are hereby made binding upon the County, including the promise to pay therein contained, in accordance with said form:

[CONTINUED ON FOLLOWING PAGE]

(Form of Refunding Bond)

Note: Bracketed language is intended to reflect that such provisions apply only in certain circumstances, and such language shall be deleted from or included in the final form of Refunding Bonds, as appropriate.

UNITED STATES OF AMERICA
STATE OF MARYLAND
COUNTY COMMISSIONERS OF WASHINGTON COUNTY

TAXABLE REFUNDING BOND OF 2020

No. R-_____ \$ _____

<u>Annual Interest Rate</u>	<u>Maturity Date</u>	<u>Bond Date</u>	<u>CUSIP Number</u>
	July 1, _____	_____, 2020	_____

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

County Commissioners of Washington County, a body politic and corporate organized and existing under the Constitution and laws of the State of Maryland (the "County"), hereby acknowledges itself indebted for value received and, upon surrender hereof, promises to pay to the Registered Owner shown above, or his registered assigns, on the Maturity Date shown above, [unless, to the extent applicable, this bond shall have been called for prior mandatory sinking fund redemption and payment of the redemption price made or provided for,] the Principal Amount shown above, and to pay interest on the outstanding principal amount hereof from the later of the Bond Date shown above and the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or provided for; provided, however, if this bond is authenticated after a Record Date (as hereinafter defined) for any Interest Payment Date and before such Interest Payment Date, it shall bear interest from such Interest Payment Date.

Interest on this bond shall be paid at the Annual Interest Rate shown above, payable on January 1, 2021 and semiannually thereafter on July 1 and January 1 in each year (the "Interest Payment Dates") until payment of such Principal Amount shall be discharged as provided in the Resolution (as hereinafter defined). Such interest shall be paid to the person in whose name this bond is registered on the registration books for the series of bonds of which this bond is one (the "Bond Register") maintained by the Bond Registrar and Paying Agent (as hereinafter defined) at

the close of business on the 15th calendar day of the month next preceding each Interest Payment Date (the “Record Date”). Interest shall be calculated on a 30-day month/360-day year basis.

Notwithstanding the preceding sentence, interest on this bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the Registered Owner by virtue of having been such Registered Owner on the relevant Record Date and such interest shall be paid by the Bond Registrar and Paying Agent to the person in whose name this bond (or its predecessor bond) is registered at the close of business on a date fixed by the Bond Registrar and Paying Agent for the payment of such interest, notice thereof being given by first class mail, postage prepaid, to said person not fewer than 30 days prior to such Record Date, at the address of such person appearing on the Bond Register, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which this bond may be listed and upon such notice as may be required by such exchange.

Principal [or redemption price] of and interest on this bond are payable in such money of the United States of America as is lawful at the time of payment. If a principal payment date or interest payment date falls on a Saturday, Sunday or a day on which the Bond Registrar and Paying Agent is authorized or obligated by law or required by executive order to remain closed, payment may be made on the next succeeding day that is not a Saturday, Sunday or a day on which the Bond Registrar and Paying Agent is authorized or obligated by law or required by executive order to remain closed, and no interest shall accrue on the scheduled amount due for the intervening period.

This bond is one of an issue of bonds limited in original aggregate principal amount to \$_____, all dated the date of delivery and all known as “County Commissioners of Washington County Taxable Refunding Bonds of 2020” (the “Bonds”). The Bonds are issued as registered bonds, without coupons, in the denominations of \$5,000 or any integral multiple thereof. The Bonds are numbered consecutively from No. 1 upward and mature on July 1 in the years and in the amounts and bear interest at the annual rates, all as set forth below:

<u>Maturing</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Maturing</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
------------------------------------	-----------------------------------	--------------------------------	------------------------------------	-----------------------------------	--------------------------------

[AMORTIZATION SCHEDULE TO BE COMPLETED FOLLOWING PRICING]

*[Include the following for each maturity constituting a term bond only to extent the successful bidder for the Refunding Bonds designates term bonds--*The Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption, on the dates and in the principal amounts set forth below:

<u>Redemption Date</u>	<u>Mandatory Sinking Fund Installment (Principal Amount)</u>
------------------------	--

*

* Final Maturity.

The Bonds are not subject to redemption prior to their stated maturities at the option of the County.

[Delete if no term Refunding Bonds: If fewer than all of the Bonds of any one maturity shall be called for mandatory sinking fund redemption, then the particular Bonds of such maturity to be redeemed in whole or in part shall be selected by such means and in such manner as the Bond Registrar and Paying Agent, in its sole discretion, shall determine. Each \$5,000 principal amount of any Bond shall be considered a separate Bond for the purposes of selection of Bonds for mandatory sinking fund redemption.

If all or a portion of the Bonds outstanding are to be redeemed by mandatory sinking fund redemption, the County shall give or cause to be given notice of such redemption by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to each registered owner of a Bond to be redeemed in whole or in part at the address of such registered owner appearing on the Bond Register. The failure to mail the redemption notice or any defect in the notice so mailed shall not affect the validity of the redemption proceedings. The County may, but shall not be obligated to, publish such notice of redemption at least once not fewer than 30 days prior to the date fixed for redemption in a newspaper circulating in the City of Baltimore, Maryland and also in a financial journal or daily newspaper of general circulation published in the City of New York, New York. The redemption notice shall state (i) whether the Bonds are to be redeemed by mandatory sinking fund redemption in whole or in part and, if in part, the maturities, numbers and CUSIP numbers of the Bonds to be so redeemed, (ii) in the case of a partial redemption of any Bond, the portion of the principal amount which is to be redeemed, (iii) that interest shall cease to accrue on the Bonds (or portions thereof) called for mandatory sinking fund redemption on the date fixed for redemption, (iv) the date fixed for redemption and the redemption price, (v) the address of the Bond Registrar and Paying Agent with a contact person and phone number, and (vi) that the Bonds to be redeemed in whole or in part shall be presented for redemption and payment on or after the date fixed for redemption at the designated corporate trust office of the Bond Registrar and Paying Agent. Any such notice may be conditioned upon receipt by the Bond Registrar and Paying Agent of sufficient funds to effect such mandatory sinking fund redemption.

From and after the date fixed for redemption, if monies sufficient for the payment of the redemption price of the Bonds (or portions thereof) called for mandatory sinking fund redemption plus accrued interest due thereon to the date fixed for redemption are held by the Bond Registrar and Paying Agent on such date, the Bonds (or portions thereof) so called for mandatory sinking fund redemption shall become due and payable at the redemption price provided for redemption of such Bonds (or portions thereof) on such date, interest on such Bonds (or portions thereof) shall cease to accrue and the registered owners of such Bonds so called for redemption in whole or in part shall have no rights in respect thereof except to receive payment for the redemption price thereof plus accrued interest thereon to the date fixed for redemption from such monies held by the Bond Registrar and Paying Agent. Upon presentation and surrender of a Bond called for mandatory sinking fund redemption in whole or in part in compliance with the redemption notice, the Bond Registrar and Paying Agent shall pay the appropriate redemption price of such Bond plus accrued interest thereon to the date fixed for redemption. If Bonds (or portions thereof) so called for mandatory sinking fund redemption are not paid upon presentation and surrender as described above, such Bonds shall continue to bear interest at the rates stated therein until paid.

In case part but not all of a Bond shall be selected for mandatory sinking fund redemption, then, upon the surrender thereof, there shall be issued without charge to the registered owner thereof Bonds in any of the authorized denominations as specified by the registered owner. The aggregate principal amount of Bonds so issued shall be equal to the unredeemed balance of the principal amount of the Bond surrendered, and the Bonds issued shall bear the same interest rate and shall mature on the same date as the Bond surrendered.]

*[TO BE USED FOR BONDS IN BOOK-ENTRY FORM ONLY THAT ARE SUBJECT TO REDEMPTION--*So long as all of the Bonds shall be maintained in book-entry form with a Depository (as defined in the Resolution) in accordance with Section 4 of the Resolution, in the event that part, but not all, of this bond shall be called for mandatory sinking fund redemption, the holder of this bond may elect not to surrender this bond in exchange for a new Bond or Bonds and in such event shall make a notation indicating the principal amount of such mandatory sinking fund redemption and the date thereof on the Payment Grid attached hereto. For all purposes, the principal amount of this bond outstanding at any time shall be equal to the lesser of (A) the Principal Amount shown on the face hereof and (B) such Principal Amount reduced by the principal amount of any partial mandatory sinking fund redemption of this bond following which the holder of this bond has elected not to surrender this bond. The failure of the holder hereof to note the principal amount of any partial mandatory sinking fund redemption on the Payment Grid attached hereto, or any inaccuracy therein, shall not affect the payment obligation of the County hereunder. **THEREFORE, IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER A PART OF THE PRINCIPAL OF THIS BOND HAS BEEN PAID.]**

*[TO BE USED FOR BONDS IN BOOK-ENTRY ONLY FORM--*Unless this bond is presented by an authorized representative of The Depository Trust Company, a limited-purpose trust company organized under the New York Banking Law ("DTC"), to the County or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE**

OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

The Bonds are issued pursuant to the authority of Chapter 392 of the Laws of Maryland of 2007, Title 6 of the Code of Public Local Laws of Washington County (2019 Edition), and Section 19-207 of the Local Government Article of the Annotated Code of Maryland, each as amended to date (collectively, the “Act”), and in accordance with Resolution No. RS-2020-__ of the Board of County Commissioners of the County adopted on _____, 2020 (the “Resolution”).

The Bonds will be transferable only upon the Bond Register by the Bond Registrar and Paying Agent. Any Bond presented for transfer, exchange, registration, redemption or payment (if so required by the Bond Registrar and Paying Agent) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner thereof or by his duly authorized attorney. Upon any transfer or exchange, the County shall execute and the Bond Registrar and Paying Agent shall authenticate and deliver in the name of the registered owner or the transferee or transferees, as the case may be, a new registered Bond or Bonds of the same series, in any of the authorized denominations in an aggregate principal amount equal to the principal amount of the Bond exchanged or transferred and maturing on the same date and bearing interest at the same rate. In each case, the County and the Bond Registrar and Paying Agent may require payment by the registered owner requesting the exchange or transfer of any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect thereto, but otherwise no charge shall be made to the registered owner for the exchange or transfer.

[The Bond Registrar and Paying Agent shall not be required to transfer or exchange any Bond after the mailing of notice calling such Bond or portion thereof for mandatory sinking fund redemption; provided, however, that this limitation shall not apply to any portion of a Bond which is not being called for mandatory sinking fund redemption.]

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland and the Resolution authorizing the issuance of the issue of bonds, of which this bond is one, and that said issue of bonds, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of said State. This bond is an obligation of the County, payable as provided in the Resolution, and the full faith and credit and unlimited taxing power of County Commissioners of Washington County are hereby irrevocably pledged to the payment of the principal of this bond and of the interest to accrue hereon at the dates and in the manner mentioned herein.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until the Certificate of Authentication endorsed hereon shall have been signed by an authorized signatory of the Bond Registrar and Paying Agent.

IN WITNESS WHEREOF, the County has caused this bond to be executed in its name by the [Vice] President of the Board of County Commissioners of Washington County and attested by the County Clerk, and has also caused its corporate seal to be affixed or imprinted hereon.

(SEAL)

ATTEST:

COUNTY COMMISSIONERS OF
WASHINGTON COUNTY

By: _____
County Clerk

By: _____
[Vice] President, Board of
County Commissioners of Washington County

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This bond is one of the registered bonds of County Commissioners of Washington County designated "County Commissioners of Washington County Taxable Refunding Bonds of 2020".

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Bond Registrar and Paying Agent

By: _____
Authorized Signatory

PAYMENT GRID

<u>Date of Payment</u>	<u>Principal Amount Paid</u>	<u>Principal Amount Outstanding</u>	<u>Holder Signature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within bond and all rights thereunder, and does hereby constitute and appoint _____ attorney to transfer the within bonds on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

NOTICE: Signatures must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

(Signature of Registered Owner)
NOTICE: Signature must correspond with the name of the Registered Owner of the within bond as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatever

IT IS HEREBY CERTIFIED that the following is a true and correct copy of [the text of] the complete legal opinion of Funk & Bolton, P.A., Baltimore, Maryland, with respect to the issue of bonds of which this bond is one, that the original of said opinion was manually executed, dated and issued as of the date of delivery of, and payment for, said issue of bonds by the original purchaser thereof, and that an executed copy thereof is on file with the Bond Registrar and Paying Agent.

COUNTY COMMISSIONERS OF
WASHINGTON COUNTY

By: _____
[Vice] President, Board of
County Commissioners of Washington County

(Insert or Attach Text of or Copy of Opinion of Bond Counsel)

(End of Form of Refunding Bond)

[CONTINUED ON NEXT PAGE]

Section 8. The President or the Vice President of the Board shall be and is hereby authorized to make such changes in the form of Refunding Bond set forth in Section 7 hereof as the President or the Vice President shall deem necessary to carry into effect the provisions of this Resolution, including, without limitation, to include or remove bracketed provisions set forth in the form of Refunding Bond provided for in Section 7 hereof, to reflect matters determined in accordance with Sections 1, 2, 5, 10 or 11 hereof, or to comply with recommendations of bond counsel to the County; provided, however, that the President or the Vice President shall make no change materially affecting the substance of such form unless such change is determined by the Chief Financial Officer to be in the best interest of the County.

The execution of the Refunding Bonds by such officer shall be conclusive evidence of the approval by the County of all changes in the form of the Refunding Bonds and of the due execution of the Refunding Bonds by the County.

Section 9. No Refunding Bond shall be valid or obligatory for the purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication of such Refunding Bond substantially in the form hereinabove provided shall have been duly executed by the Bond Registrar and Paying Agent and such executed certificate of the Bond Registrar and Paying Agent on such Refunding Bond shall be conclusive evidence that such Refunding Bond has been authenticated and delivered under this Resolution. The Bond Registrar and Paying Agent's certificate of authentication on any Refunding Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Bond Registrar and Paying Agent. It shall not be necessary that the same officer or signatory of the Bond Registrar and Paying Agent sign the certificate of authentication on all the Refunding Bonds issued hereunder.

Section 10. The Refunding Bonds shall be sold at public sale by electronic bids only to the bidder therefor for cash whose bid results in the lowest true interest cost to the County in the manner and in accordance with the formula set forth in the form of Notice of Sale attached as Appendix C to the Preliminary Official Statement identified in Section 20 hereof and made a part hereof (the "Notice of Sale"), as such Notice of Sale may be modified as provided in this Resolution and therein. Electronic bids for the Bonds shall be received by the Chief Financial Officer on September 30, 2020, subject to the further provisions of this Section 10. The Chief Financial Officer shall be and is hereby authorized to make such changes in the form of Notice of Sale set forth in the form of the Preliminary Official Statement provided to the Board with this Resolution as the Chief Financial Officer shall deem necessary to carry into effect the purposes of this Resolution (including, without limitation, to reflect matters determined in accordance with Sections 1, 2, or 5 hereof or this Section 10) or to comply with recommendations of bond counsel to the County, or, with the advice of the financial advisor to the County, to be in the best interest of the County, including, without limitation, modifying or limiting the premium payable by a bidder for the Refunding Bonds, modifying the manner of adjusting the amortization schedule for the Refunding Bonds pre- or post-sale, adding, modifying or eliminating any maximum interest rate for the Refunding Bonds, modifying or eliminating the maximum spread between the lowest and highest interest rates bid with respect to the Refunding Bonds by a bidder, or modifying the amount of or method of delivery for the good faith deposit for the Refunding Bonds. The Chief Financial Officer, upon the advice of the financial advisor to the County, is authorized to adjust the original aggregate principal amounts of the Refunding Bonds and the maturities thereof in the

manner and in accordance with Sections 1 or 2 hereof and this Section 10 and the Notice of Sale. The form of the Notice of Sale as contained in the final Preliminary Official Statement, as the same may be modified in accordance with the provisions thereof, shall constitute the official Notice of Sale.

Notwithstanding any other provision hereof, the Chief Financial Officer shall be and hereby is authorized to accept electronic bids for the Refunding Bonds, and to make such adjustments to the official Notice of Sale in the manner provided for herein or therein as she shall deem necessary or advisable, upon the advice of bond counsel to the County or the financial advisor to the County, including to accomplish electronic bidding procedures, to change the bid specifications for the Refunding Bonds or to comply with applicable regulations, notices and other official guidance.

In view of the desirability of flexibility in the scheduling of the sale of the Refunding Bonds to take full advantage of shifts in market conditions to maximize debt service savings with respect to the Refunding Bonds or to account for unstable market conditions, the County determines that it is in the best interest of the County to authorize and empower the Chief Financial Officer to change the time of or cancel said sale at any time prior to September 30, 2020, and to reschedule said sale without publishing a new Notice of Sale or advertisement, if (i) the financial advisor to the County has advised her that market conditions are such that it is in the best interest of the County to do so, and (ii) she concurs in such recommendation to cancel and/or reschedule the sale. The Chief Financial Officer may cancel and reschedule any rescheduled sale in accordance with phrases (i) and (ii) of the preceding sentence. If the date of sale is rescheduled as provided above, the Chief Financial Officer may also postpone the expected date of delivery of the Refunding Bonds, which is currently scheduled for October 14, 2020. If the sale is postponed to a date later than October 31, 2020, then the Chief Financial Officer may also change the dated date of the Refunding Bonds (and hence the date from which interest shall accrue), the dates of the semi-annual interest payments and annual principal payments, and the mandatory sinking fund redemption dates, if any, accordingly.

The Notice of Sale authorized by this Resolution shall be substantially in the form set forth in Appendix C to the Preliminary Official Statement, and the terms, provisions and conditions set forth in the final form of the Notice of Sale provided for herein, as the same may be modified, are hereby adopted and approved as the terms, provisions and conditions under which the Refunding Bonds shall be sold, issued and delivered at public sale. Said Notice of Sale, or an advertisement in substantially the form attached hereto as Exhibit B, shall be published at least once, at least ten days preceding said date of sale, in one or more daily or weekly newspapers having a general circulation in Washington County and may also be published in one or more journals having a circulation primarily among banks and investment bankers. The Chief Financial Officer, on behalf of the County, is hereby authorized to make any changes to such advertisement before publication to reflect matters determined in accordance with Sections 1, 2, 5, or 10 of this Resolution before such publication, if applicable. In addition, the Chief Financial Officer is hereby authorized to cause to be prepared and distributed or made available to prospective bidders printed or printable copies of said Notice of Sale, as well as the Preliminary Official Statement hereinafter authorized. The Chief Financial Officer or her designee is hereby authorized and directed to handle all inquiries in connection with the sale authorized hereby and the Official Statement hereafter

referred to and is further authorized to reschedule any postponed sale with or without the republication of the Notice of Sale or advertisement.

Section 11. Promptly after receipt of electronic bids for the Refunding Bonds, and in accordance with the terms and conditions of the sale of the Refunding Bonds as set forth in the official Notice of Sale, the Chief Financial Officer, on behalf of the County, with the advice of the financial advisor to the County and bond counsel to the County, is hereby authorized and delegated the authority to deliver one or more orders determining the final original aggregate principal amount of the Refunding Bonds (including making any authorized adjustments to the final original aggregate principal amount of each maturity and the amortization schedule therefor following receipt of bids in accordance with the provisions of this Resolution and the Notice of Sale), fixing the interest rate or rates payable on the Refunding Bonds (within the limitations set forth in or provided for in this Resolution), unless the Chief Financial Officer determines to reject all bids for the Refunding Bonds (any such rejection also to be made by order of the Chief Financial Officer), and determining the Refunded Bonds, as applicable. The execution and delivery by the Chief Financial Officer of any such order or orders shall constitute conclusive evidence of the award or rejection of bids for the Refunding Bonds. Any such order shall be retained in the records of the County. In order to accommodate market practice, the Chief Financial Officer may indicate any preliminary or final award, or any rejection of all bids, with respect to the Refunding Bonds on or through the electronic bidding platform on which bids were received and through any other communication mechanism recommended by the financial advisor to the County. Subsequently, unless all bids for the Refunding Bonds are so rejected by the Chief Financial Officer, the Refunding Bonds shall thereupon be suitably printed or engraved and delivered to the successful bidder therefor in accordance with the conditions of delivery set forth in the official Notice of Sale.

Section 12. (a) The portion of the proceeds of the Refunding Bonds issued to provide funds to advance refund any of the Refunded Bonds that constitute 2011 Bonds and/or 2012 Bonds shall be paid to and held by Manufacturers and Traders Trust Company, the paying agent and bond registrar for the 2011 Bonds and the 2012 Bonds, as escrow deposit agent, as further described in this Section 12.

(b) The Chief Financial Officer, with the advice of the financial advisor to the County and bond counsel to the County, is hereby authorized to negotiate an escrow deposit agreement with Manufacturers and Traders Trust Company, as escrow deposit agent, and that portion of the proceeds of the Refunding Bonds to be applied to advance refunding the Refunded Bonds as described in the subsection (a) of this Section 12 shall be deposited with such escrow deposit agent, invested in accordance with the provisions of this Section 12 and the further provisions of this Resolution, and applied to the payment and redemption of the Refunded Bonds in accordance with Section 14 hereof. The President or the Vice President of the Board is each hereby authorized and directed to approve, execute and deliver any such escrow deposit agreement on behalf of the County.

(c) In connection with the issuance of the Refunding Bonds, the Chief Financial Officer, or her designee, is hereby authorized to provide for the bidding for and/or file on behalf of the County, as applicable, any necessary investment agreements or any necessary subscriptions and any amendments thereto to purchase United States Treasury Obligations – State and Local Government Series (“SLGs”), and/or any direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (the “Defeasance Obligations”) in such amounts and maturing at such times so that sufficient moneys will be available from such maturing principal and interest and any cash held uninvested to pay interest on the Refunded Bonds to their redemption date and to redeem the Refunded Bonds on their respective redemption dates as further described in this Resolution, and to take any other action or to execute any further instrument on behalf of the County necessary to purchase such obligations. Any such obligations, and any cash to be held uninvested in escrow, shall be deposited with the escrow deposit agent provided for in this Section 12.

(d) The Chief Financial Officer, on behalf of the County, is hereby authorized and empowered, following consultation with the financial advisor to the County and bond counsel to the County, to select any party or entity to serve as a bidding agent with respect to any bidding conducted for the selection of the Defeasance Obligations to the extent SLGs are not scheduled to be available at the time of sale or the time of delivery of the Refunding Bonds.

(e) To the extent any portion of the net original issue premium payable by the successful bidder for the Refunding Bonds is to be applied to pay costs of issuance of the Refunding Bonds, such portion shall be deposited with and held by the County.

Section 13. Expenses relating to the issuance and sale of the Refunding Bonds, including the cost of printing the Refunding Bonds and advertising their sale and the legal and financial advisory fees of the County, shall be paid from proceeds of the Refunding Bonds, including any net original issue premium constituting a portion of the sale proceeds received from the sale of the Refunding Bonds. In the event the date of the Refunding Bonds is adjusted in accordance with Section 10 hereof to be a date other than the date of delivery of the Refunding Bonds, any accrued interest received on the sale of the Refunding Bonds shall be applied to the first interest payment on the Refunding Bonds. Any net original issue premium received with respect to the Refunding Bonds shall be applied to pay costs of issuance of the Refunding Bonds, to the extent available for such purpose, and to reduce the par amount of the Refunding Bonds to be issued in order to advance refund the applicable Refunded Bonds, to the extent available for such purpose. After providing for payment of underwriter’s discount from net original issue premium, if applicable, the balance of the proceeds of the sale of the Refunding Bonds, shall be deposited and used as described in Section 12 hereof for the purpose of paying as and when due the principal or redemption price of and interest on the Refunded Bonds and costs of issuance of the Refunding Bonds, as applicable. Any excess proceeds of the Refunding Bonds not required for the purposes stated in this Resolution may be applied in accordance with the provisions of the applicable Acts, or the extent not provided for therein, as determined by the Chief Financial Officer, subject to applicable County law.

Pending expenditure as contemplated hereby, the Chief Financial Officer may invest all or part of such balance of the proceeds of the Refunding Bonds held by the County in such manner as may be permitted by law.

Section 14. Prior to the delivery of and payment for the Refunding Bonds, the County shall have received a report of a verification consultant, nationally recognized in the field of the refunding of tax-exempt obligations, verifying that the maturing principal amounts of the obligations held in escrow as described in Section 12 hereof, together with investment earnings thereon and any cash held uninvested, will be sufficient to redeem any Refunded Bonds on their respective first available redemption dates at a redemption price of 100% of the principal amount thereof, together with accrued interest thereon, and to pay interest on such Refunded Bonds to such respective dates fixed for redemption. The Chief Financial Officer is hereby authorized and empowered, following consultation with the financial advisor to the County and bond counsel to the County, to select the verification consultant (which is initially presumed to be Bingham Arbitrage Rebate Services, Inc. but may be any other qualified verification consultant selected in accordance with the provisions of this Section 14).

Section 15. Conditional only upon the delivery of and payment for the Refunding Bonds, the County hereby specifically and irrevocably elects to redeem (i) the finally determined Refunded Bonds that are 2011 Bonds, if any, on July 1, 2021 and (ii) the finally determined Refunded Bonds that are 2012 Bonds, if any, on July 1, 2022, at the redemption price of 100% of the principal amount thereof, and to pay interest when due on such Refunded Bonds to and including such applicable date fixed for redemption, and hereby directs the paying agent for the Refunded Bonds, not fewer than 30 days before the respective dates fixed for redemption, to cause a notice of redemption substantially in the form of Exhibit C hereto to be mailed, first class mail, postage prepaid, to all registered owners of the applicable Refunded Bonds at their addresses as they appear on the registration book provided for the applicable Refunded Bonds or as otherwise provided in the resolutions of the County authorizing such Refunded Bonds; provided that, failure to so mail such notice shall not affect the validity of the proceedings for redemption.

Section 16. For the purposes of paying the interest on and principal of the Refunding Bonds hereby authorized as such interest and principal comes due, the County shall include in the levy against all legally assessable property in Washington County, in each and every fiscal year of the County that any of said Refunding Bonds are outstanding, ad valorem taxes sufficient to provide such sums as the County may deem sufficient and necessary in conjunction with any other funds that will be available for the purpose, to provide for the payment of the interest on the Refunding Bonds coming due in each such year and to pay the principal of the Refunding Bonds maturing or otherwise coming due in each such fiscal year. In the event the proceeds from taxes so levied in any such fiscal year shall prove inadequate for such purposes, additional taxes shall be levied in the succeeding fiscal year to make up such deficiency. The full faith and credit and unlimited taxing power of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Refunding Bonds hereby authorized as and when such principal and interest comes due and to the levy and collection of the taxes hereinabove prescribed as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of said Refunding Bonds. The County hereby solemnly covenants to take all lawful action as may be appropriate from time to time during the period that any of said Refunding Bonds

remain outstanding and unpaid to provide the funds necessary to make said principal and interest payments. The County further covenants and agrees to levy and collect the taxes hereinabove prescribed.

Subject to any applicable limitations, the County may apply to the payment of the principal of and interest on any of the Refunding Bonds any funds received by it and available for such purpose from the State of Maryland, the United States of America, any agency or instrumentality thereof, or from any other source, including, without limitation, other sources provided for in the applicable Acts, and, to the extent any such funds are received or receivable in any fiscal year, the taxes that required to be levied hereunder may be reduced accordingly.

The Refunding Bonds shall be deemed to be paid and no longer to be outstanding when payment of the principal of the Refunding Bonds plus interest thereon to the due dates thereof (whether such due date be by reason of maturity or upon mandatory sinking fund redemption) either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing in trust and irrevocably setting aside exclusively for such payment, moneys sufficient to make such payment, or direct non-callable obligations of the United States of America, maturing as to principal and interest in such amounts and at such times as will assure the availability of sufficient moneys to make such payment, or a combination thereof, and all necessary and proper fees, compensation and expenses pertaining to the Refunding Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for.

Section 17. If any Refunding Bond shall become mutilated or be destroyed, lost or stolen, the County in its discretion may execute, and upon its request the Bond Registrar and Paying Agent shall authenticate and deliver, a new Refunding Bond of the same series in exchange for the mutilated Bond or in lieu of and substitution for the Refunding Bond so destroyed, lost or stolen. In every case of exchange or substitution, the applicant shall furnish to the County and to the Bond Registrar and Paying Agent such security or indemnity as may be required by them to save each of them harmless from all risks, however remote, and the applicant shall also furnish to the County and to the Bond Registrar and Paying Agent evidence to their satisfaction of the mutilation, destruction, loss or theft of the applicant's Refunding Bond. Upon the issuance of any Refunding Bond upon such exchange or substitution, the County may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the County or the Bond Registrar and Paying Agent. If any Refunding Bond which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, instead of issuing a Refunding Bond in exchange or substitution therefor, the County may pay or authorize the payment of such Refunding Bond (without surrender thereof except in the case of a mutilated Refunding Bond) if the applicant for such payment shall furnish to the County and to the Bond Registrar and Paying Agent such security or indemnity as they may require to save them harmless, and evidence to the satisfaction of the County and the Bond Registrar and Paying Agent of the mutilation, destruction, loss or theft of such Refunding Bond.

Section 18. Each Refunding Bond paid at maturity or upon prior redemption shall be canceled or destroyed by the Bond Registrar and Paying Agent and a certificate of destruction

describing the Refunding Bond so canceled or destroyed and evidencing such cancellation or destruction shall be furnished by the Bond Registrar and Paying Agent to the County upon request.

Section 19. Because the refinancing anticipated hereunder will be undertaken to effect cost savings by replacing the Refunded Bonds with Refunding Bonds bearing lower overall interest rates, it is the intent of the County that such Refunding Bonds be issued under the applicable Acts, and that such Refunding Bonds, if issued, will constitute a reissuance of the indebtedness authorized by such resolutions and shall not constitute additional indebtedness under such authorizations or under any other authority.

Section 20. The County hereby approves the Preliminary Official Statement relating to the Refunding Bonds (the "Preliminary Official Statement") substantially in the form presented to the Board with this Resolution. With the exception of such changes therein as may be required or deemed appropriate by the President of the Board or the Chief Financial Officer (and with the advice of bond counsel to the County or the financial advisor to the County to the extent applicable), including, without limitation, to reflect the provisions of or to conform to the provisions of this Resolution, to disclose actual or anticipated impacts on the County stemming from the COVID-19 pandemic, to correct inaccuracies or to provide clarifications, to include available information that is more recent than the information in the form of the Preliminary Official Statement presented to the Board, to correct pagination, and to reflect certain changes dictated by the terms of the official Notice of Sale, and the Preliminary Official Statement, as the same may be so modified in accordance with this Section 20, is deemed final by the County for the purpose of Rule 15c2-12 of the Securities and Exchange Commission. The County authorizes the distribution of said Preliminary Official Statement in connection with its solicitation of bids for the sale of the Refunding Bonds. The County hereby approves the Official Statement in the form of the final Preliminary Official Statement with such changes therein as may be required or deemed appropriate by the President of the Board or the Chief Financial Officer (and with the advice of bond counsel to the County or the financial advisor to the County to the extent applicable), including, without limitation, to reflect matters determined in accordance with this Resolution and to incorporate any information to be supplied by the successful bidder for the Refunding Bonds. The execution of the Official Statement by the President of the Board shall be conclusive evidence of the approval of the County of any and all such changes or modifications in said Official Statement in connection with the issuance, sale and delivery of the Refunding Bonds. The Preliminary Official Statement and the Official Statement shall each be disseminated in electronic and/or printed form as determined by the Chief Financial Officer, on behalf of the County, with the advice of the financial advisor to the County. The Preliminary Official Statement and/or the Official Statement may be amended or supplemented in such form as determined by the President of the Board or the Chief Financial Officer (and with the advice of bond counsel to the County or the financial advisor to the County to the extent applicable), and any such amendment or supplement may be disseminated in electronic and/or printed form as determined by the Chief Financial Officer, on behalf of the County, with the advice of the financial advisor to the County.

Section 21. In order to assist any Participating Underwriter (as hereafter defined) for the Refunding Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), the County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement (as hereafter defined). Notwithstanding any other

provision of this Resolution, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered an event of default; however, subject to the Continuing Disclosure Agreement, any bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

“Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement with respect to the Refunding Bonds executed by the County and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Continuing Disclosure Agreement shall be in substantially the form set forth as Appendix D to the Preliminary Official Statement as evidenced by its execution by the President or Vice President of the Board.

“Participating Underwriter” shall have the meaning ascribed thereto in Securities and Exchange Commission Rule 15c2-12.

Section 22. (a) The President and Vice President of the Board, the Chief Financial Officer, the County Clerk and such other officers, officials and employees of the County as the President or the Vice President shall designate, are authorized hereby to do any and all things, approve and execute all instruments, documents and certificates, and otherwise take all action necessary, proper, or expedient in connection with the issuance, sale and delivery of the Refunding Bonds. The President and the Vice President of the Board, the Chief Financial Officer, the County Clerk and all other appropriate officers, officials and employees of the County are authorized and directed hereby to do all acts and things required of them by the provisions hereof and of the Refunding Bonds for the full, punctual, and complete performance of all of the terms, covenants, provisions and agreements of this Resolution and the Refunding Bonds.

(b) References in this Resolution to any official by title shall be deemed to refer (i) to any official authorized under the code of public local laws of the County, as replaced, supplemented or amended (the “County Code”), or other applicable law or authority to act in such titled official’s stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the County Code or other applicable law or authority, (iii) to any person who serves in a “deputy,” “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the County Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the County Code, the official, however known, who is charged under the County Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) Notwithstanding any references in this Resolution to manual signatures of County officials or the Bond Registrar and Paying Agent, to the extent that applicable law, orders, regulations or other authority allow for signatures to be made by facsimile, electronic or other means, whether due to the impacts of the COVID-19 pandemic or for other applicable reasons, the provisions of such applicable law, orders, regulations or other authority allowing signatures to be made in a manner other than manually shall be deemed to supersede the provisions of this Resolution.

Section 23. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

Section 24. This Resolution shall take effect from the date of its adoption.

Adopted this _____ day of _____, 2020.

(SEAL)

ATTEST:

COUNTY COMMISSIONERS OF
WASHINGTON COUNTY

Krista L. Hart, County Clerk

By: _____
Jeffrey A. Cline, President
Board of County Commissioners
of Washington County

Approved as to form and legal sufficiency:

Kirk C. Downey
County Attorney

#218595;50052.044

EXHIBIT A

Potential Refunded Bonds

1. County Commissioners of Washington County Public Improvement Bonds of 2011 (the “2011 Bonds”)*

The 2011 Bonds identified below are subject to redemption at the option of the County on any date on or after July 1, 2021, in whole or in part, at a redemption price of 100% of the principal amount being redeemed plus accrued interest on such principal amount being redeemed to the date fixed for redemption.

<u>Maturing July 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
2022	\$695,000	3.000%	937751 U94
2023	715,000	3.125	937751 V28
2024	740,000	3.350	937751 V36
2025	770,000	3.500	937751 V44
2026	800,000	3.625	937751 V51
2027	830,000	4.000	937751 V69
2028	865,000	4.000	937751 V77
2029	900,000	4.000	937751 V85
2030	935,000	4.000	937751 V93
2031	980,000	4.125	937751 W27

* Preliminary, subject to adjustment based on market conditions at or prior to the time of sale; listed bonds are the outstanding 2011 Bonds that are subject to redemption at the option of the County. *The County is not advance refunding the 2011 Bonds maturing on July 1, 2021.*

2. County Commissioners of Washington County Public Improvement Bonds of 2012 (the “2012 Bonds”)**

The 2012 Bonds identified below are subject to redemption at the option of the County on any date on or after July 1, 2022, in whole or in part, at a redemption price of 100% of the principal amount being redeemed plus accrued interest on such principal amount being redeemed to the date fixed for redemption.

<u>Maturing July 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
2023	\$ 885,000	3.000%	937751 X59
2024	915,000	3.000	937751 X67
2025	945,000	3.000	937751 X75
2026	980,000	3.000	937751 X83
2027	1,010,000	3.000	937751 X91
2029(1)	2,125,000	3.000	937751 Y33
2030	1,115,000	3.000	937751 Y41
2031	1,150,000	3.000	937751 Y58
2032	1,190,000	3.125	937751 Y66

(1) Term bond maturing on July 1, 2029, with mandatory sinking fund redemption installments of \$1,045,000 due on July 1, 2028 and \$1,080,000 due on July 1, 2029.

** Preliminary, subject to adjustment based on market conditions at or prior to the time of sale; listed bonds are the outstanding 2012 Bonds that are subject to redemption at the option of the County. ***The County is not advance refunding the 2012 Bonds maturing on July 1 in the years 2021 and 2022, inclusive.***

EXHIBIT B

Form of Advertisement

SUMMARY NOTICE OF BOND SALE

\$19,675,000*

**WASHINGTON COUNTY, MARYLAND
(County Commissioners of Washington County)
TAXABLE REFUNDING BONDS OF 2020**

NOTICE IS HEREBY GIVEN that County Commissioners of Washington County (the “County”) will receive electronic bids only via BiDCOMP/Parity®/www-idealprospectus.com for the purchase of the above-referenced general obligation bonds (the “Taxable Bonds”) on

Wednesday, September 30, 2020

until 10:30 a.m. prevailing Eastern time. The Taxable Bonds will be dated the date of their delivery, will bear interest payable semi-annually on the first days of January and July, commencing on January 1, 2021, until maturity or, to the extent applicable, prior mandatory sinking fund redemption in whole, and will be issuable in denominations of \$5,000 each or multiples thereof. Principal of the Taxable Bonds will be payable on July 1 of the years determined in connection with the sale of the Taxable Bonds, unless redeemed in whole prior to final maturity to the extent subject to mandatory sinking fund redemption. The Taxable Bonds will be issued in book-entry form only.

The original aggregate principal amount of the Taxable Bonds, and the original aggregate principal amount of each maturity of the Taxable Bonds, is subject to adjustment both pre- and post-sale as set forth in the Preliminary Official Statement for the Taxable Bonds and the official Notice of Sale. The final original aggregate principal amount of the Taxable Bonds will not exceed \$22,000,000. The Taxable Bonds are not subject to redemption prior to their stated maturities at the option of the County.

Any bid for the Taxable Bonds must conform to the terms and conditions set forth in the official Notice of Sale. This announcement does not constitute the solicitation of bids to purchase the Taxable Bonds. The sale of the Taxable Bonds shall be made exclusively pursuant to the terms of the official Notice of Sale. Copies of the official Notice of Sale and the Preliminary Official Statement will be furnished upon request made to the Chief Financial Officer, Washington County, County Administration Building, 100 West Washington Street, Room 3100, Hagerstown, Maryland 21740, (240) 313-2300 or from the financial advisor to the County, Davenport & Company LLC, The Oxford Building, 8600 LaSalle Road, Suite 618, Towson, Maryland 21286, (410) 296-9426.

Jeffrey A. Cline, President
Board of County Commissioners of Washington County, Maryland

* Preliminary, subject to adjustment at or prior to time of sale, as applicable.

Dated: _____, 2020 [TO BE PUBLISHED AT LEAST 10 DAYS PRIOR
TO DATE OF SALE]

EXHIBIT C

Form of Notice of Redemption of Refunded Bonds

Note: Bracketed language is intended to reflect that such provisions apply only in certain circumstances, and such language shall be deleted from or included in the final form of redemption notice for the applicable Refunded Bonds as appropriate. Any refunded 2011 Bonds will be redeemed on July 1, 2021 and any refunded 2012 Bonds will be redeemed on July 1, 2022.

NOTICE OF REDEMPTION [IN WHOLE][IN PART]

WASHINGTON COUNTY, MARYLAND
(County Commissioners of Washington County)
[PUBLIC IMPROVEMENT BONDS OF 2011]
[PUBLIC IMPROVEMENT BONDS OF 2012]
Dated May 24, [2011][2012]

NOTICE IS HEREBY GIVEN of the election by County Commissioners of Washington County to redeem on July 1, [2021][2022], \$_____ aggregate principal amount of its outstanding callable County Commissioners of Washington County Public Improvement Bonds of [2011][2012] (the “[2011 Bonds][2012 Bonds]”) stated to mature and bearing interest as follows:

<u>Maturing</u> <u>July 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
			937751
			937751
			937751
			937751
			937751
			937751
			937751
			937751
			937751
			937751

[If bonds are being redeemed in part only, add reference to numbers of the bonds being redeemed and other appropriate identifying information, including any newly assigned CUSIP numbers for partially refunded maturities.]

The above CUSIP numbers are included solely for the convenience of the holders of the bonds being redeemed [in whole or in part]. The undersigned Paying Agent is not responsible for the selection or use of CUSIP numbers nor does the Paying Agent make any representation as to the correctness of such CUSIP numbers as printed on any such bond or as indicated in this notice of redemption.

The above bonds called for redemption will become due and will be redeemed on July 1, [2021][2022] (the "Redemption Date"), at the redemption price of 100% of the principal amount thereof, together with interest accrued on the principal amount being redeemed to the Redemption Date, upon presentation thereof at the designated corporate trust office of Manufacturers and Traders Trust Company. From and after the Redemption Date, if monies sufficient for the payment of the redemption price of the bonds called for redemption plus accrued interest on the principal amount being redeemed to the Redemption Date are held by the undersigned on such date, interest will cease to accrue on the above bonds called for redemption and the registered owners of the bonds so called for redemption shall have no rights in respect thereof except to receive payment for the redemption price thereof plus accrued interest on the principal amount being redeemed to the Redemption Date fixed for redemption from such monies held by the undersigned.

Payment of the redemption price will be made only upon presentation and surrender of the bonds called for redemption in accordance with this notice. Please send the bonds to be redeemed by appropriate means to insure safe delivery, to the following address:

[INSERT DELIVERY ADDRESS]

Any questions regarding this notice may be addressed to Manufacturers and Traders Trust Company, [INSERT ADDRESS], Attention: _____ or by phone to _____ at (____) _____.

[M&T TO ADD ANY STANDARD DISCLOSURE RE: WITHHOLDING]

Dated: _____, 2020

COUNTY COMMISSIONERS OF
WASHINGTON COUNTY

By: Manufacturers and Traders
Trust Company, Paying Agent

[Instructions to Paying Agent for the 2011 Bonds and the 2012 Bonds. The foregoing notice shall be completed and sent to the holders of the bonds being redeemed at least 30 days prior to the applicable date fixed for redemption, as provided in the respective Resolution authorizing the issuance of the County's 2011 Bonds/2012 Bonds; provided that, the failure to so send this notice shall not affect the validity of the proceedings for redemption.]

Open Session Item

SUBJECT: Executive Order - Payroll Tax Deferral

PRESENTATION DATE: 9/15/2020

PRESENTATION BY: Sara Greaves, Chief Financial Officer

RECOMMENDATION: To make final determination on whether to participate in the payroll tax deferral.

REPORT-IN-BRIEF: Recently, the IRS released guidance that implements President Trump's executive order permitting employers to defer certain employee payroll taxes.

DISCUSSION: *Eligibility* - An employee's "eligible wages" means wages or compensation paid for a bi-weekly pay period that are less than the threshold amount of \$4,000. Each pay period is considered separately, and an employee's amount of eligible wages in a prior or succeeding pay period has no effect on eligibility.

Repayment - Beginning Jan. 1, 2021, employers are responsible to initiate a repayment schedule for the deferred amounts of employee payroll taxes. Specifically, employers must withhold and pay back each employee's deferred payroll taxes ratably from the employee's wages over the four-month period that spans Jan. 1, 2021 to April 30, 2021. This means, assuming the employer includes the deferred amounts in an employee's wages that the employee's wages will drop correspondingly during the first quarter of 2021. If the employer fails to repay any amount of deferred payroll taxes by May 1, 2021, then interest, penalties, and any applicable additions to tax begin to accrue.

Considerations - Employers can choose whether they want to offer the payroll tax deferral to employees. Certain details should be considered in doing so.

- The IRS guidance does not specify whether individual employees can opt out. It is suggested that from a practical standpoint and considering the program's timing, employers that choose to implement the program may need to cover all of its employees in any case.
- The repayment schedule requires doubled-up social security withholding from employee wages during the period Jan. 1, 2021 through April 30, 2021. This could cause an economic hardship for many employees, especially if employee wages fluctuate over each pay period.
- Employers that participate in the program risk exposure to contingent liabilities. The IRS guidance provides that employers may make arrangements with employees to collect deferred payroll taxes, which likely pertains to situations where employees separate from service or otherwise no longer earn sufficient wages during the repayment period.
- The employer is obligated to repay the deferred taxes whether these arrangements are effective. Legal measures to collect the tax from each employee would likely be too expensive or time consuming to meet the May 1 repayment deadline.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INGT-20-0045) – Nine (9) 2021 Ford Police Interceptor Utility Vehicles for the Washington County Sheriff's Office

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Brandi Naugle, CPPB, Buyer - Purchasing Department, Alan Matheny, Fleet Logistics and Commercial Vehicle Enforcement Supervisor, Washington County Sheriff's Office.

RECOMMENDED MOTION: Move to authorize by Resolution, Washington County Sheriff's Office to purchase nine (9) 2021 Ford Police Interceptor Utility vehicles from Hertirch Fleet of Milford, DE. The cost of eight (8) vehicles for the Sheriff's Office is \$33,693 each and the cost of one (1) vehicles for the Sheriff's K-9 unit is \$34,303, for a total amount of \$303,847 and to utilize another jurisdiction's contract (#001B0600159) that was awarded by the State of Maryland Department of General Services Office of Procurement and Logistics statewide contract for Police Vehicles.

REPORT-IN-BRIEF: 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 in to 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 State of Maryland Department of General Services Office of Procurement and Logistics 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 vehicles in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

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

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the Washington County Sheriff's Office Capital Improvement Plan (CIP) account 600300-30-11310-VEH006-VHCL

CONCURRENCES: Doug Mullendore, Sheriff

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

ATTACHMENTS: Hertrich Fleet Quote dated July 30, 2020.

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

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

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

2021 Ford Police Interceptor Utility – Type 4-10-M-P & Type 4-10-M-P-H

Maryland BPO# 001B0600159

We are pleased to provide this pricing worksheet for the 2021 Ford Police Interceptor Utility, K8A, based on **Maryland BPO# 001B0600159**. State specifications include: 3.3L V6 TI-VCT Engine, 10 Speed Automatic Transmission, Drivers Side LED Unity Spot Lamp, Rear Door Locks / Windows In-operable, Courtesy Lamp Disable, Daytime Running Lamps Rear View Camera Display in Rear View Mirror.

✓	Code	Description	Amount
XX	Vehicle	2021 Ford Police Interceptor Utility AWD ; 3.3L V6 DI Engine	\$32,678
OXFORD WHITE			
	**/96	Exterior Color to be determined – Cloth Front Buckets & Rear Vinyl Bench	N/C
XX	500A	All Standard Equipment per PEP 500A	N/C
	BLT	Bluetooth Connectivity	STD
XX	153	Front License Plate Bracket	N/C
	F6/16C	Carpet Floor Covering and Cloth Rear Seats	\$285
	65L	18" Wheel Covers	\$120
XX	76R	Reverse Sensing	\$295
	86T	Rear Tail Lamp Housing Prep	\$85
Other Available Options			
	99W/44B	3.3L HYBRID Engine – Type 4-10-M-P-H	\$3313
	99C/44U	3.0L V6 ECOBOOST Engine	\$4320
XX	18D	Global Unlock	NC
XX	19V	Rear Camera On-Demand – allows driver to enable rear camera on-demand (10-second timer) – without putting vehicle in Reverse – Stealth Mode	\$230
	16D	Badge Delete : Deletes "Police Interceptor"	N/C
	<87R>	Rear View Camera – Display in Center Stack	N/C
XX	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows – includes 68G	\$160
	76R	Reverse Sensing	\$295
	47A	Engine Idle Feature	\$260
	55F	Remote Keyless Entry	\$340
	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	\$315

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XX	549	Mirrors – Heated Sideview	\$60
XX	60R	Noise Suppression Bonds (Ground Straps)	\$100
	68E	Low-Band Frequency Noise Suppression Kit – recommended for agencies using two-way radio communications devices that operate in the 39 – 46 MHZ range (Channels 1-9)	\$195
	52T	Trailer Tow Wiring Plug (Class III Hitch Std for 2020)	\$80
	63L	Rear Quarter Glass Side Marker LED Lights (Driver – Red / Passenger – Blue)	\$575
	21L	Front Warning Auxiliary LED Lights (Driver – Red / Passenger – Blue)	\$550
	63B	Side Marker LED – Sideview Mirrors (Driver – Red / Passenger – Blue) • Located on the exterior mirror housing	\$290
	51T	Drivers Side LED Spotlight – Whelen	\$420
	51P	Spot Lamp Prep Kit – Drivers Side	\$140
	51W	Spot Lamp Prep Kit – Dual Sides	\$280
	51S	Dual Spot Lights – Unity	\$720
	51V	Dual Spot Lights – Whelen	\$765
XX	43D	Dark Car Feature – Courtesy Lamp Disabled when any door is opened	\$25
	17A	Auxiliary Air Conditioning	\$610
XX	17T	Cargo Area Dome Lamp – Red / White	\$50
	76P	Pre-Collision Assist w/Pedestrian Detection – NA w/Front Interior Windshield Warning Lights – Option 96W – may not work with other Interior Visor Lights????	\$245
	47E	12.1 Inch Integrated Computer Screen	\$2745
	60A	Pre-wiring for Grille LED Lights, siren and speaker	\$60
	64E	18” Aluminum Wheels	\$475
	55B / 54Z	BLIS – Blind Spot Monitoring with Cross Traffic Alert (incl. Heated Mirrors)	\$545
	63V	Cargo Storage Vault – located in Drivers Side Rear Cargo Area	\$245
	593	Perimeter Anti-Theft Alarm – Activated by Hood, Door or Liftgate (req. 55F)	\$125
	87P	Power passenger seat (8-way) w/2-way manual recline and lumbar	\$325
XX	85R	Rear Console Plate	\$45
	85S	Rear Center Seat Delete	NC
XX	59_*	Keyed Alike- 7 codes available –OK with Keyless –opt 55F	\$50
	43A	Rear Auxiliary Liftgate Lights	\$395
	76D	Deflector Plate	\$335
	16P	Rear Bumper Step Pad	\$95
	61B	OBD – II Split Connector-allows up to 2 devices to be connected	\$55
	90D	Ballistic Door-Panels (Level III+) – Driver Front-Door Only	\$1585
	90E	Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors	\$3170
	90F	Ballistic Door-Panels (Level IV+) – Driver Front-Door Only	\$2415
	90G	Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors	\$4830
	67U	Ultimate Wiring Package Includes the following: <ul style="list-style-type: none"> ▪ Rear console mounting plate (85R) – contours through 2nd row; channel for wiring ▪ Pre-wiring for grille LED lights, siren and speaker (60A) ▪ Wiring harness I/P to rear cargo area (overlay) <ul style="list-style-type: none"> -Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) -One (1) 10-amp siren/speaker circuit engine cargo area 	\$590

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		<ul style="list-style-type: none">▪ Rear hatch/cargo area wiring – supports up to six (6) rear LED lights▪ Does “not” include LED lights, side connectors or controller▪ Recommend Police Wire Harness Connector Kit 67V	
66A	Front Headlamp Lighting Solution <ul style="list-style-type: none">□ Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue)□ Includes pre-wire for grille LED lights, siren and speaker (60A)□ Wiring, LED lights included (in headlamps only; grille lights not included). Controller “not” included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	\$895	
66B	Tail Lamp Lighting Solution <ul style="list-style-type: none">– Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps– LED lights only. Wiring, controller “not” included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	\$475	
66C	Rear Lighting Solution <ul style="list-style-type: none">– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)– LED lights only. Wiring, controller “not” included Note: Not available with option: 67H Note: LED lights only – does “not” include wiring or controller Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	\$485	
67H	Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus <ul style="list-style-type: none">– Whelen Cencom Light Controller Head with dimmable backlight– Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)– Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails– High current pigtail– Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head– Pre-wiring for grille LED lights, siren and speaker (60A)– Rear console plate (85R) – contours through 2nd row; channel for wiring– Grille linear LED Lights (Red / Blue) and harness– 100-Watt Siren / Speaker– Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) Note: Not available with options: 66A, 66B, 66C, 67G, 67U and 65U	\$3595	
96T	Rear Spoiler Traffic Warning Lights (LED) <ul style="list-style-type: none">□ Fully integrated in rear spoiler for enhanced visibility□ Provides red/blue/amber directional lighting – fully programmable	\$1495	
96W	Front Interior Visor Light Bar (LED) <ul style="list-style-type: none">□ Super low-profile warning LED light bar fully integrated into the top of the windshield near the Headliner – fully programmable. (Red/Red or Blue/Blue operation. White “take down” and “scene” capabilities)	\$1145	
68B	Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at Level I. Doors will lock and windows will automatically go up at Level II. Includes visual display in center stack with tracking.	\$685	
67V	Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none">□ Front<ul style="list-style-type: none">– (2) Male 4-pin connectors for siren– (5) Female 4-pin connectors for lighting/siren/speaker– (1) 4-pin IP connector for speakers– (1) 4-pin IP connector for siren controller connectivity– (1) 8-pin sealed connector– (1) 14-pin IP connector□ Rear<ul style="list-style-type: none">– (2) Male 4-pin connectors for siren– (5) Female 4-pin connectors for lighting/siren/speaker– (1) 4-pin IP connector for speakers– (1) 4-pin IP connector for siren controller connectivity– (1) 8-pin sealed connector– (1) 14-pin IP connector	\$185	

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		67V Police Wire Harness Connector Kit is best utilized with 67U – Ultimate Wiring Package / Harness	
	65U	Interior Upgrade Package <ul style="list-style-type: none">• 1st and 2nd Row Carpet Floor Covering• Cloth Seats – Rear• Center Floor Console less shifter w/unique Police console finish plate• Includes Console and Top Plate with 2 cup holders• Floor Mats, front and rear (carpeted)• Deletes the standard console mounting plate (85D)• SYNC® 3<ul style="list-style-type: none">– Enhanced Voice Recognition Communications and Entertainment System– 4.2" Color LCD Screen Center-Stack "Smart Display"– AppLink®– 911 Assist® <p><u>Note:</u> SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software. ➔ Not available with options: 67H, 67U, 85R</p>	\$495

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68B	Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at Level I. Doors will lock and windows will automatically go up at Level II. Includes visual display in center stack with tracking.	\$685	
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	65U	Interior Upgrade Package <ul style="list-style-type: none">• 1st and 2nd Row Carpet Floor Covering• Cloth Seats – Rear• Center Floor Console less shifter w/unique Police console finish plate• Includes Console and Top Plate with 2 cup holders• Floor Mats, front and rear (carpeted)• Deletes the standard console mounting plate (85D)• SYNC® 3<ul style="list-style-type: none">– Enhanced Voice Recognition Communications and Entertainment System– 4.2" Color LCD Screen Center-Stack "Smart Display"– AppLink®– 911 Assist® <p><u>Note:</u> SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software. ➔ Not available with options: 67H, 67U, 85R</p>	\$495



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase of Ammunition (INTG-20-0041) for the Washington County Sheriff's Office

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing and Cody Miller, Property/Planning/Fleet/Grants Coordinator, Washington County Sheriff's Office

RECOMMENDED MOTION: Move to authorize by Resolution, the approval of the purchase of one hundred ninety-four (194) cases of ammunition from Atlantic Tactical of New Cumberland, PA. The cost of twenty-two (22) cases of .223 caliber ammunition \$563.39 per case, thirty (30) cases of .40 caliber ammunition \$121.32 per case, forty (40) cases of .40 caliber ammunition \$253.66 per case, forty (40) cases .223 caliber ammunition \$326.82 per case, forty-two (42) cases of .40 caliber ammunition \$182.53 per case, and twenty (20) cases of 5.56 caliber ammunition \$660.38 per case. The total cost of one hundred ninety-four (194) cases of ammunition would be \$60,127.24. This purchase would be accomplished utilizing the State of Maryland's contract BPO #001B9400318 in accordance with the terms and conditions of that contract.

REPORT-IN-BRIEF: Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

The County will benefit with the direct cost savings in the purchase of the ammunition because of economies of scale this contract has leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that the State of Maryland's bid provides through this agreement. Acquisition of the ammunition by utilizing the State of Maryland's contract and eliminating our County's bid process would result in an administrative and cost savings for the Sheriff's Office in preparing specifications and the Purchasing Department. This savings/cost avoidance would, I believe, be significant.

The pricing provided under the State contract was compared to other sources.

DISCUSSION: N/A

FISCAL IMPACT: Funding is in the department's FY'21 operating budget account 582010-10-11310.

CONCURRENCES: Sheriff Mullendore

ALTERNATIVES: N/A

ATTACHMENTS: State of Maryland Contract

AUDIO/VISUAL NEEDS: N/A

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B9400318

PRINT DATE: 08/18/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

ATLANTIC TACTICAL
763 CORPORATE CIR

NEW CUMBERLAND, PA
(800)781-2677

17070

REFER QUESTIONS TO:

ALLEGRA DAYE
(410)767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB:

EXPR DATE: 12/31/20
POST DATE: 02/07/19

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

THIS IS THE FINAL RENEWAL

=====
STATEWIDE CONTRACT
FOR
AMMUNITION
=====

AMENDMENT#2: CONTRACT EXTENDED UNTIL 12/31/2020

AMENDMENT#1: CONTRACT EXTENDED UNTIL 7/31/2020

REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEED FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED BELOW.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

THIS IS THE LAST RENEWAL ON CONTRACT PERIOD. THE LAST OF (4) FOUR RENEWALS, ONE EACH AT THE UNILATERAL DISCRETION OF THE STATE.

CONTRACT PERIOD: ONE YEAR FROM DATE OF AWARD - 01/31/2020

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B9400318

PRINT DATE: 08/18/20

PAGE: 02

TERMS (cont'd):

VENDOR CONTACT : SEAN CONVILLE (SCONVILLE@ATLANTICTACTICAL.COM)
JESSICA LAWLOR
VENDOR NUMBER : 717-774-3339

CONTRACT TERMINATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE DEPARTMENT OF GENERAL SERVICES. THE DEPARTMENT MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.

A USAGE REPORT SHALL BE FURNISHED BY ATLANTIC TACTICAL EVERY 90 DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE FORMAT OF SUBMISSION (E.G. EXCEL) SHALL BE AT THE VENDOR'S DISCRETION PROVIDED THAT, AT A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE SENT VIA E-MAIL TO THE PROCUREMENT OFFICER AT IRIS.LESTER@MARYLAND.GOV AS WELL AS TO CATHY.MARZOLE@MARYLAND.GOV.
3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:
OR
- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE VENDOR/CONTRACTOR HAS TEN (10) CALENDAR DAYS FROM THE DATE OF THE AWARD TO INITIATE THE PROCESS OF PUTTING THEIR ONLINE ECATALOG OF CONTRACT ITEMS ON THE EMARYLAND MARKETPLACE. FAILURE BY THE VENDOR/CONTRACTOR TO DO SO, INCORPORATING THE TERMS AS LISTED ABOVE AND OTHERWISE COMPLYING WITH THE CONTRACT, WILL BE CAUSE TO REASSESS THE CONTRACT WITH THE VENDOR/CONTRACTOR AND MAY RESULT IN DEFAULT OF THE CONTRACT AND/OR BREACH OF THE CONTRACT, AND COULD RESULT IN TERMINATION OF THE CONTRACT FOR DEFAULT.

ALL COSTS AND EXPENSES OF COMPLYING WITH THIS PROVISION SHALL BE BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE STATE.

FOR ADDITIONAL INFORMATION CONCERNING EMARYLAND MARKETPLACE, PLEASE CONTACT CATHY.MARZOLE AT 410-767-1942. E-MAIL AT CATHY.MARZOLA@MARYLAND.GOV.

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED AT \$50,000.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819618) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB (#001IT819618) AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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AMMUNITION

AMMUNITION - WINCHESTER - 44% DISCOUNT ON LOT PRICING PER QUOTE
SUBMITTED BY SEAN CONVILLO (SCONVILLE@ATLANTICTACTICAL.COM) AND
SIGNED OFF BY JESSICA LAWLOR ON 9/2/2014.

_____ END OF ITEM LIST _____

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-20-0040) Aeroclave Room Decontamination System for Division of Emergency Services (DES)

PRESENTATION DATE: September 1, 2020

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing and Shawn Hartsock, Captain, Division of Emergency Services

RECOMMENDED MOTION: Move to authorize by Resolution, the Intergovernmental Cooperative purchase of nine (9) Aeroclave Room Decontamination System, model 3110 for DES at a cost of \$16,562 each, for a total cost in the amount of \$149,058 from AeroClave, LLC of Winter Park, FL and to utilize another jurisdiction's contract pricing that was awarded by Huston Galveston Area Council (HGAC), Contract Emergency Preparedness and Safety Equipment #EP11-17.

REPORT-IN-BRIEF: AeroClave, LLC will provide portable spray disinfectant units for the County, as related to the COVID-19 National Emergency. The units will primarily be used to disinfect ambulances after transporting highly contaminated patients. While there are rigorous sanitation procedures in place, every crevice of the patient compartment is not accessible, and this equipment provides the highest levels of decontamination. Due to the nature of the pandemic, it is in the County's best interest to purchase the decontamination units. The portable units are lightweight, easy to transport and can achieve a full-spectrum sterilization anywhere, at any time. The 3110 model can reduce the downtime for an ambulance and its crew because the unit can disinfect an ambulance in six (6) minutes compared to the thirty (30) minutes for ambulance crew to manually spray and wipe down the interior and equipment in the patient compartment.

The Code of the Public Laws of Washington County, Maryland (the Code) §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. HGAC took the lead in soliciting the resulting bid. 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 and programming of the radios in accordance with the Code referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

DISCUSSION: N/A

FISCAL IMPACT: There is no Fiscal Impact at this time. The total funds requested to be spent for this project is \$149,058, which will be funded through the CARES Act account.

CONCURRENCES: DES Division Director

ALTERNATIVES: N/A

ATTACHMENTS: AeroClave, LLC's quote dated May 28, 2020

AUDIO/VISUAL NEEDS: N/A



AeroClave, LLC
4007 Forsyth Road
Winter Park
Florida
United States 32792

Quote

Valid Till: May 28, 2020
Quote Number : 1491633000010247079

BILL TO:

16232 Elliott Parkway
Williamsport
Maryland
United States
21795

SHIP TO:

16232 Elliott Parkway
Williamsport
Maryland
United States
21795

Account Name: **Washington County Division Fire and
Emergency Services (MD)**
Contact Name: **Shawn Hartsock**

Quote Stage:

S.No.	Product Details	Qty	List Price	Discount	Total
1.	RDS3110 AeroClave Room Decontamination System, Model 3110.	9	\$ 13,999.00	\$ 0.00	\$ 125,991.00
2.	APA25 AeroClave Portable Applicator, Hand Sprayer, 25'	9	\$ 1,249.00	\$ 0.00	\$ 11,241.00
3.	ADP-PT AeroClave ADP, Ambulance Port, 8'	9	\$ 949.00	\$ 0.00	\$ 8,541.00
4.	VOXU12 Vital Oxide disinfectant solution, 1 Case, Four 1 Gal. Bottles ea.	9	\$ 140.00	\$ 0.00	\$ 1,260.00
5.	RDS3110 - shipping Shipping and Handling	9	\$ 175.00	\$ 0.00	\$ 1,575.00
6.	APA25 - shipping Shipping and Handling	9	\$ 15.00	\$ 0.00	\$ 135.00
7.	ADP-PT - shipping Shipping and Handling	9	\$ 15.00	\$ 0.00	\$ 135.00
8.	VOXU12 - shipping Shipping and Handling	9	\$ 20.00	\$ 0.00	\$ 180.00
					Sub Total \$ 149,058.00
					Tax \$ 0.00
					Adjustment \$ 0.00
					Grand Total \$ 149,058.00

Terms and Conditions

WE ARE NOT ACCEPTING RETURNS/CANCELLATIONS UNDER ANY CIRCUMSTANCES DURING THIS CRITICAL TIME

ALL PRICES ARE LISTED IN USD (\$)

The information contained in this quote is applicable for 30 days.

On-site training is available for \$2,000/day.

Vital-Oxide Disinfectant pricing is as follows (1 case = four 1 gallon bottles):

- 1-11 cases - \$140.00 USD (GSA: \$126.95 USD) per case + \$20.00 shipping per case
- 12-35 cases - \$132.00 USD (GSA: \$119.90 USD) per case + free shipping (Contiguous United States only)

• 36 case pallet - \$120.00 USD (GSA: \$108.82 USD) per case + free shipping (Contiguous United States only)

Hardware and Vital Oxide quantity discounts available.

With each purchase, AeroClave will provide 12 months free parts and labor warranty. For customers within a 30-mile radius, this will be performed on-site. For customers outside a 30-mile radius, AeroClave will provide a loaner unit while the unit is under repair. If unit problem is determined to be a manufacturing or workmanship defect, AeroClave will pay for the shipping both ways. If problem is determined to be caused by operator error or abuse, freight cost will be the responsibility of the owner.

Should you have any questions regarding this quote, please contact Michael Quinoy (mquinoy@aeroclave.com). We look forward to working with you.

Thanks for your business!

AeroClave LLC

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
AEROCLAVE LLC
Winter Park, Florida

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **AeroClave LLC**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 4007 Forsyth Road, Winter Park, Florida 32792.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a Emergency Preparedness & Safety Equipment Contract to become effective as of November 1, 2017, and to continue through October 31, 2020 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Emergency Preparedness & Safety Equipment offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell Emergency Preparedness & Safety Equipment through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No:EP11-17, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No:EP11-17, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However, this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

Emergency Preparedness & Safety Equipment

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ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example: a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

Emergency Preparedness & Safety Equipment

Page 3 of 4

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

Emergency Preparedness & Safety Equipment

Page 4 of 4

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements **DO NOT** include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD IF APPLICABLE**

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:


Jack Stiles, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:


Chuck Wenple, Chief Operations Officer

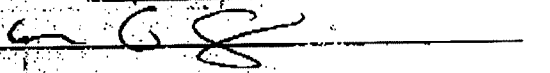
Date: 10-16 2017

Signed for AeroClave LLC
Winter Park, Florida:


Printed Name & Title: Amanda Berny, Controller

Date: Sept 21 2017

Attest for AeroClave LLC
Winter Park, Florida:


Printed Name & Title: Michael Quinay, VP of Commercial Sales

Date: Sept. 21 2017

MGACBuy

Attachment A AeroClave LLC Emergency Preparedness & Safety Equipment Contract No.: EP11-17		
Item No.	AeroClave Catalog Product Description	Retail/List Price per Unit
	AEROCLAVE PRODUCT CATALOG 2017	3.50%
RDS3110	AeroClave Room Decontamination System – Model 3110	3.50%
RDS3110T	AeroClave Room Decontamination System – Model 3110 – Trident	3.50%
RDS6110	AeroClave Room Decontamination System – Model 6110	3.50%
ADS	AeroClave Ambulance Decontamination System	3.50%
MRDS	AeroClave Modular Room Decontamination System	3.50%
MRDS-L	AeroClave Modular Room Decontamination System – Lite	3.50%
APA25	AeroClave Portable Applicator (APA), Hand Sprayer, 25' Hose	3.50%
ADS-APA	Ambulance Decontamination System – APA Kit (APA Port and APA)	3.50%
ADS-COMP	Ambulance Decontamination System – Air Compressor	3.50%
ADP-AS	AeroClave Decontamination Port (ADP) – 2-Way 8' Hose (Required for ADP-EX and ADP-RM)	3.50%
ADP-EX	AeroClave Decontamination Port (ADP) – Flush-mounted Ambulance Port Kit	3.50%
ADP-PT	AeroClave Decontamination Port (ADP) – Ambulance Port 8' Hose	3.50%
ADP-RM	AeroClave Decontamination Port (ADP) – Flush-mounted Interior Room Port Kit	3.50%

Attachment A
AeroClave LLC
Emergency Preparedness & Safety Equipment
Contract No.: EP11-17

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ADP-RM	AeroClave Decontamination Port (ADP) – Flush-mounted Interior Room Port Kit	3.50%



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase of (INTG-20-0039) One (1) New 35 Ton Articulated Dump Truck (Lease/Purchase & Trade-In) for Washington County Solid Waste Department

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing and Dave Mason, P.E., Deputy Director, Solid Waste Department

RECOMMENDED MOTION: Move to authorize by Resolution, the approval of the purchase of one (1) new 35 ton articulated dump truck from Carter Machinery Company, Inc. of Baltimore, MD and to utilize another jurisdiction's contract (#032119-CAT) that was awarded by Sourcewell (formerly National Joint Powers Alliance) to Caterpillar, Inc. and contingent upon approval of the final Lease Agreement by the County Attorney's Office.

<u>Equipment</u>	<u>Vendor</u>	<u>Bid Amount</u>
One (1) New 35 Ton Articulated Dump Truck	Carter Machinery Company, Inc. Baltimore, MD	Annual Lease Payment for 5 Years \$170,820.66 / Yr.

REPORT-IN-BRIEF: Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

The County will benefit with the direct cost savings in the purchase of the equipment because of economies of scale this contract has leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that the Sourcewell contract provides through this agreement. Acquisition of the equipment by utilizing the Sourcewell contract and eliminating our County's bid process would result in an administrative and cost savings for the Solid Waste Department in preparing specifications and the Purchasing Department. This savings/cost avoidance would, I believe, be significant.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$350,000 are budgeted in the department's account 21-21020

CONCURRENCES: Division Director of Environmental Management

ALTERNATIVES: If the county decides not to purchase the equipment, the department will incur additional costs for rental of equipment.

ATTACHMENTS: Carter Machinery Company quote dated August 20, 2020

AUDIO/VISUAL NEEDS: N/A

Carter



**LET'S GET
TO WORK.**

August 20, 2020

Quote 150515-01

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

Mr. Mason,

Carter Machinery would like to offer the same terms and conditions as the **Sourcewell Contract #032119-CAT** for the purchase of

CATERPILLAR 735 ARTICULATED TRUCK

We believe the equipment as quoted will exceed your expectations. On behalf of Alban CAT, thank you for your interest in our products for your business needs.

This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Brent", with a horizontal line underneath.

Brent D. Stewart
Government Sales
Carter Machinery Co. Inc.
410-733-2394
bstewart@albancat.com

MACHINE SPECIFICATIONS

Description	Reference No
735-04A ARTICULATED TRUCK	485-1708
AID, COLD WEATHER STARTING	502-9603
LIGHTS, ROOF MOUNTED WORK	480-2054
NO MACHINE SECURITY SYSTEM	480-1971
WIPER, REAR	480-7003
AM/FM RADIO (BLUETOOTH READY)	480-1980
MIRROR, ELECTRIC HEATED	500-5947
SEAT, DELUXE	485-0331
SEAT BELT, W/ INDICATION	566-5659
STANDARD CAB	497-9404
PRODUCT LINK, CELLULAR PLE641	481-8888
NO PAYLOAD	485-0336
TANK, STANDARD FUEL	503-2045
TIRES, 750/65R25 MX ** XAD-65	563-4447
CHASSIS, STANDARD	487-9933
BODY, STANDARD	571-9271
EXHAUST, STANDARD	578-2329
TAILGATE, SCISSOR	573-7898
HEATER, ENGINE COOLANT, 120V	381-0102
AUTOLUBE ARRANGEMENT	567-7485
LUBRICATION, AUTOMATIC	567-7488

CATERPILLAR LIST PRICE	\$681,837.00
<u>SOURCEWELL DISCOUNT OF 17% OFF OF LIST PRICE</u>	<u>-115,913.00</u>

SALE PRICE	\$565,924.00
ANSUL FIRE SUPPRESSION	16,500.00
<u>5 YEAR / 7500 HOUR TM WARRRANTY</u>	<u>29,710.00</u>

TOTAL SALE PRICE	\$612,134.00
<u>TOTAL TRADE AMOUNT</u>	<u>-135,000.00</u>

AMOUNT TO LEASE	\$477,134.00
------------------------	---------------------

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
621F	CATERPILLAR INC. (AA)	4SK00432	1996	\$30,000.00
850K	JOHN DEERE (AO)	285263	2015	\$44,000.00
D400	CATERPILLAR (AA)	8PS01035	2000	\$30,000.00
330LX	LINKBELT	LBX330Q3N8HE7408	2002	\$31,000.00

PAYMENT TERMS:

Lease Terms

ANNUAL HOURS	BALANCE TO LEASE	TERM	ANNUAL PAYMENT	RATE	OPTIONAL BUY-OUT	AMOUNT
2000	\$477,634.00	5 (ANNUAL)	\$101,924.00	3.35	\$1.00	\$477,634.00

The above lease is based on the following:

- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
 - The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
 - Tires must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
 - The above is subject to approval by Caterpillar Finance
-



Agenda Report Form

Open Session Item

SUBJECT: Draper Conservation Reserve Enhancement Program (CREP) Easement proposal

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Chris Boggs, Land Preservation Planner, Dept. of Planning & Zoning

RECOMMENDED MOTION: Move to approve the Philip M. Draper CREP easement project, paid for 100% by the State, in the amount of \$213,642.19 for 67.62 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 Draper property is located at 12817 Keefer Road, Big Pool, and will protect 11.37 acres of woodland and 54.1 acres of hayland. Additionally, there is a 2.51-acre building envelop around the existing dwelling. This easement will serve to buffer roughly 6,600 feet of Lane's Run and its tributaries on the property.

Washington County has been funded to purchase CREP easements on over 1,100 acres of land since 2010. The Draper 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 2021, 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.

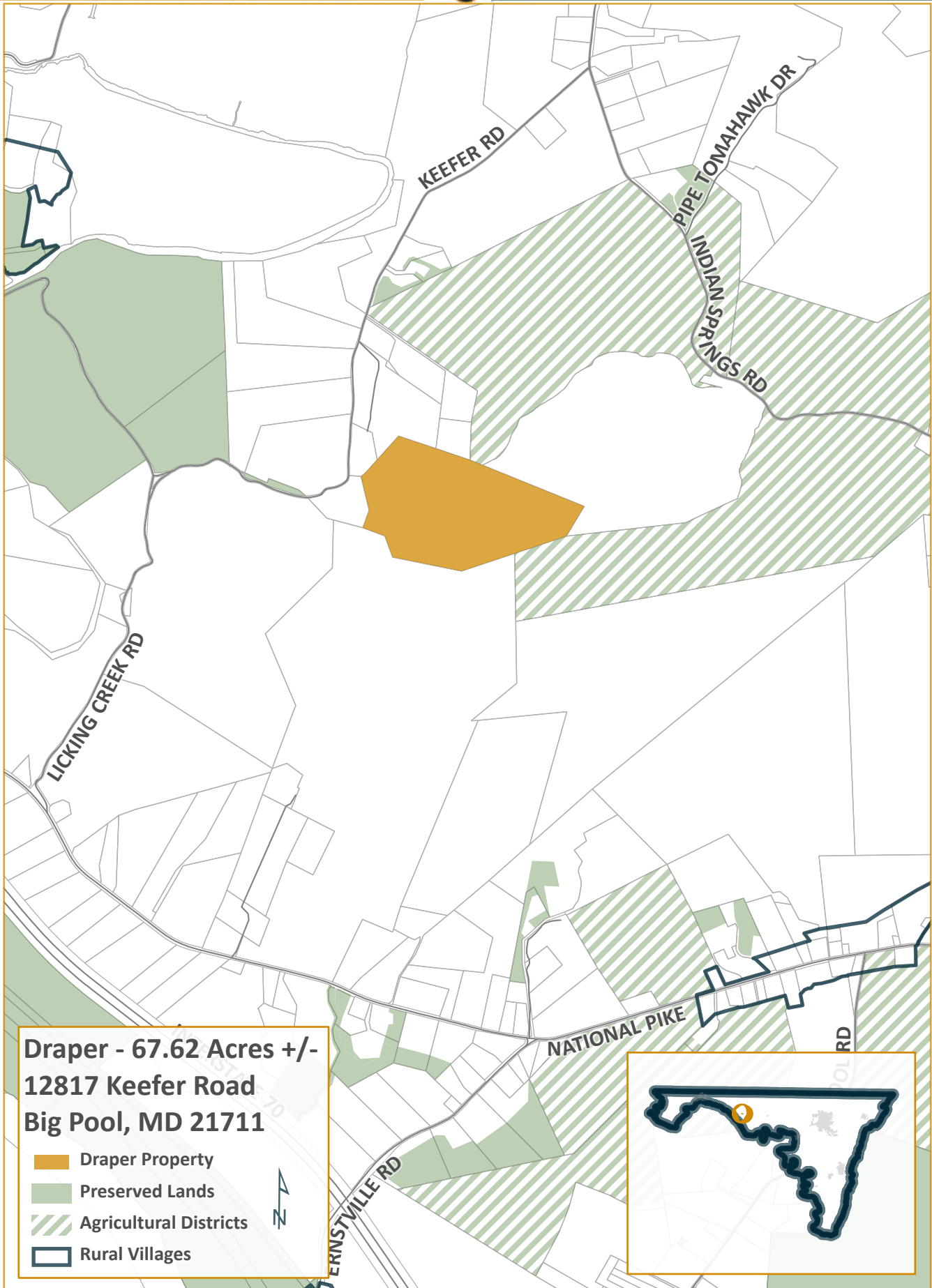
FISCAL IMPACT: CREP funds are 100% State dollars. In addition to the easement funds, the County receives up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance costs and funds to cover all legal costs and surveys.

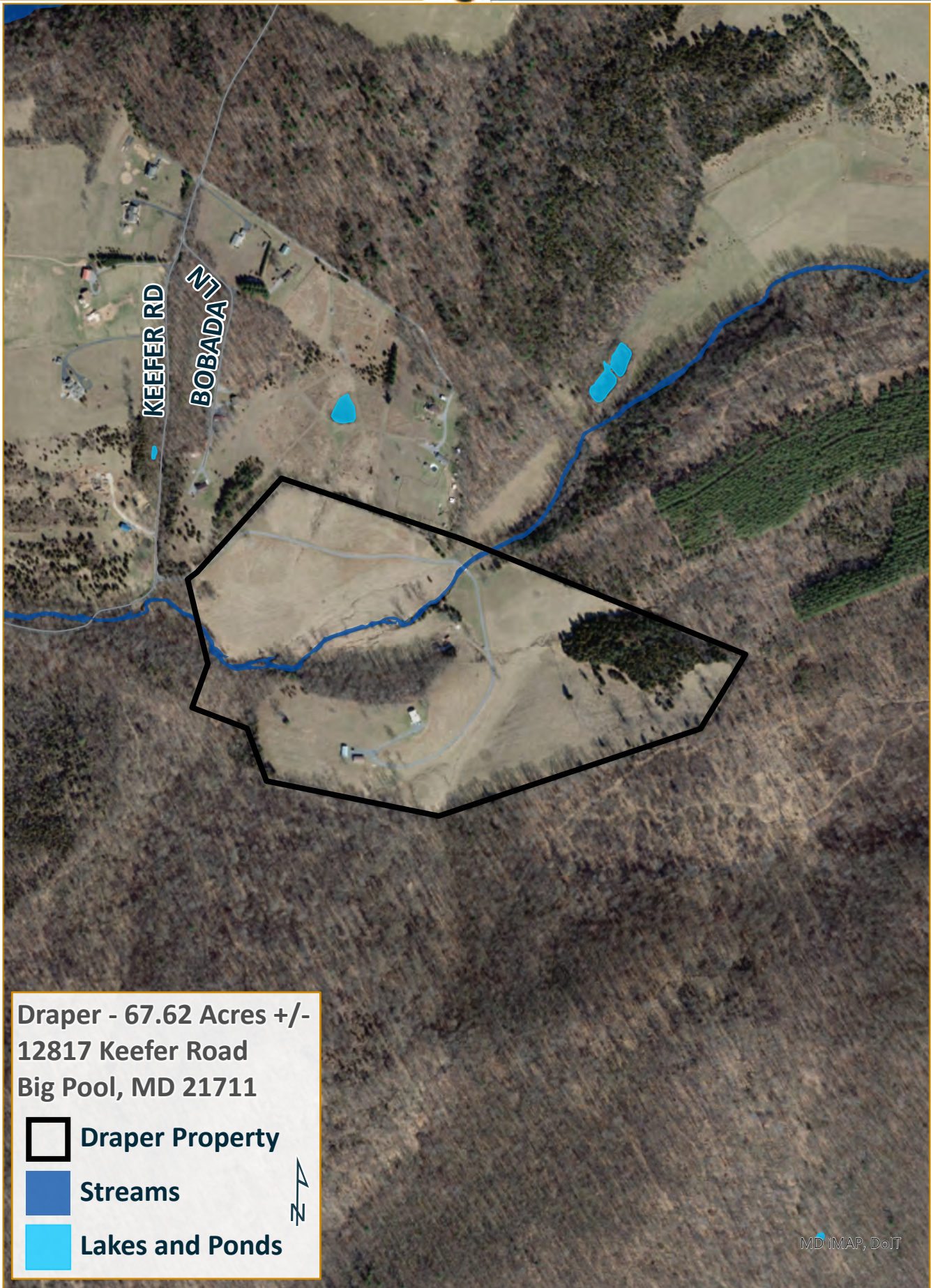
CONCURRENCES: DNR staff approves and supports our program. A final money allocation will be approved by the State Board of Public Works.

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







Agenda Report Form

Open Session Item

SUBJECT: FY21 Opioid Operational Command Center Grant

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Rebecca Hogamier, Program Director, Washington County Sheriff's Office, Day Reporting Center and Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to accept fund in the amount of \$30,000 from the State of Maryland Opioid Operational Command Center.

REPORT-IN-BRIEF: The Washington County Sheriff's Office submitted a grant application requesting \$30,000 from the Opioid Operational Command Center grant program. The funding will be utilized by the Washington County Day Reporting Center to support projected increased expenses associated GPS tracking and substance testing.

DISCUSSION: The Washington County Sheriff's Office requested funds from the Opioid Operational Command Center to supplement the cost of the global monitoring position (GPS), portable breathalyzer monitoring devices, and rapid drug testing devices for the participants attending the Washington County Day Reporting Center (DRC). The grant funds will allow the DRC to meet the anticipated increase in demand in FY21 for these services, along with provide enhanced monitoring and testing procedures. The DRC is requesting \$24,000 for GPS leasing, and \$6,000 for substance testing services, for total grant request of \$30,000.

The Office of Grant Management has reviewed the grant guidelines and application. There is no match associated with the grant and the grant will not result in new recurring expenses for the County. The grant's performance period is July 1, 2020 through June 30, 2021.

FISCAL IMPACT: The grant will provide \$24,000 for GPS services and \$6,000 for substance testing.

CONCURRENCES: Susan Buchanan, Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of funds.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Emergency Numbers Systems Board – Approval to Submit Application and Accept Awarded Funding for Add on Service for Telephone System

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Brian Albert, Emergency Communications Center Operations, Division of Emergency Services and Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of the grant application for the Emergency Numbers Systems Board in the amount of \$258,030.00 and accept funding as awarded to add on service for the telephone system.

REPORT-IN-BRIEF: The Emergency Number Systems Board was established by the Maryland General Assembly to coordinate the implementation, enhancement, maintenance and operation of county or multi-county 911 systems. Washington County Emergency Services is requesting funding for a new alarm equipment at the 9-1-1 center(s).

DISCUSSION: Washington County Emergency Services is requesting funding for an add on of service to the newly awarded contract with Carousel Industries for the Hardware Refresh currently scheduled to be completed by June 2021. This support contract will be from July 1, 2020 until June 30, 2021. Support for the new Hardware refresh will not go in effect until the new equipment is installed and will be for a term of 5 years. On September 16, 2019 the board approved the funding request for \$2,548,807.50 for the Hardware refresh, the contract was awarded to Carousel Industries including five years of Support.

The Office of Grant Management has reviewed the funding request and has determined the request is consistent with the Emergency Number Systems Boards' purpose. There is no matching funds requirement associated with this funding request

FISCAL IMPACT: Provides \$258,030.00 for Division of Emergency Services related expenses which may otherwise be charged to the Emergency Services budget.

CONCURRENCES: Susan Buchanan 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: Approval of Zoning Map Amendment RZ-20-001

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Travis Allen, Comprehensive Planner, Department of Planning and Zoning; Kirk C. Downey, County Attorney

RECOMMENDED MOTION: Move to adopt Opinion approving rezoning and to enact Ordinance approving Zoning Map Amendment RZ-20-001.

REPORT-IN-BRIEF: The applicant has requested the rezoning of four properties totaling 11.64 acres along Hopewell Road from the current Highway Interchange (HI) to Residential Transition (RT). A consensus of approval was reached by the Board of County Commissioners on August 11, 2020. This matter is on the agenda for decision by the Board of County Commissioners in the form of proposed Findings of Fact and Conclusions of Law as prepared by the County Attorney's Office for review, approval, and adoption by the Commissioners.

DISCUSSION: The Planning Commission recommended in favor of the proposed map amendment on June 1, 2020. The public hearing for the proposed rezoning request was held on August 11, 2020. One (1) public comment was received, of which was in favor of the proposal.

FISCAL IMPACT: N/A

CONCURRENCES: Washington County Planning Commission

ALTERNATIVES: N/A

ATTACHMENTS: Ordinance with attached Decision and Findings of Fact

ORDINANCE NO. ORD-2020-

**AN ORDINANCE TO AMEND THE ZONING MAP
FOR WASHINGTON COUNTY, MARYLAND
(RZ-20-001)**

Pursuant to the provisions of Section 18.5 of the Zoning Ordinance for Washington County, Maryland (*Zoning Ordinance*), Jone L. Bowman Residuary Trust and Linda Lou Ebersole Family Irrevocable Trust, the Applicants, have petitioned the Board of County Commissioners for Washington County, Maryland (*Board*), seeking to designate 11.64 acres (four lots) of its parcel located on the south side of Hopewell Road, 1/3 mile south of the I-70 underpass, as Residential, Transition.

The matter has been designated as Case No. RZ-20-001.

This application was reviewed by the Planning Commission, and the Planning Commission recommended that the application be approved.

This Board has considered all information presented at the public hearing conducted on August 11, 2020, and the recommendation of the Planning Commission. This Board has made factual findings and conclusions of law that are set forth in the attached Decision. The findings of fact and conclusions of law are incorporated herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of County Commissioners of Washington County, Maryland, that the property which is the subject of Case No. RZ-20-001 be, and hereby is, designated as Residential, Transition (RT).

IT IS FURTHER ENACTED AND ORDAINED that the official Zoning Map for Washington County be, and hereby is, amended accordingly. The Director of Planning and Zoning shall cause the Zoning Map to be amended pursuant to this Ordinance.

Adopted and effective this ____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to form and
legal sufficiency:

B. Andrew Bright
Assistant County Attorney

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

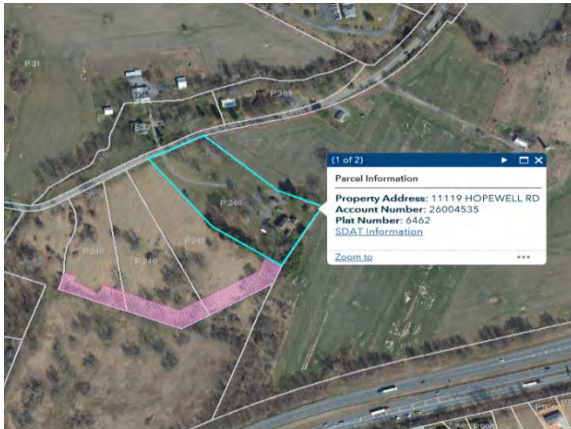
BEFORE THE
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

DECISION
Rezoning Case RZ-20-001

Property Owner:	Donald M. Bowman, Trustee
Applicants:	Jone L. Bowman Residuary Trust, Linda Lou Ebersole Family Irrevocable Trust
Requested Zoning Change:	Highway Interchange (HI) to Residential, Transition (RT)
Property:	South side of Hopewell Road, 1/3 mile south of the I-70 underpass

Pursuant to Md. Code Ann., Land Use Article § 4-204 and Washington County Zoning Ordinance § 27.3, the Board of County Commissioners of Washington County, acting upon the Applicants' Request, makes findings of fact with respect to the following matters: population change, availability of public facilities, present and future transportation patterns, and compatibility with existing and proposed development for the area. We also consider the recommendation of the Planning Commission which were made in this case, and the relationship of the proposed reclassification to the Comprehensive Plan. After considering the recommendation of the Planning Commission and hearing evidence presented by the Applicant at a Public Hearing on August 11, 2020, with no evidence or witnesses presented in opposition, the Board will grant the requested zoning map amendment and makes the following Decision, which largely adopts and approves the findings of the Planning Commission and the Staff Report and Analysis.

I. Background and Findings Analysis:



1.Site Description

The site is located at 11107, 11111, 11115 and 11119 Hopewell Road, approximately 1/3 mile south of Interstate 70. The total acreage of the four lots subject to this rezoning case is 11.64 acres. All properties are located within the Urban Growth Area (UGA) that surrounds the City of Hagerstown

and the Towns of Williamsport and Funkstown.

Currently, three of the four lots are undeveloped land which is being used for agricultural purposes. A 1.44-acre forest easement encompasses the rear portion of these three lots, numbers 2-4. Lot 1 has an existing home built upon it.

There are no floodplain areas within the proposed rezoning site itself, but a perennial stream, Semple Run, runs through the adjacent residential properties located immediately across Hopewell Road before turning south and crossing the road just west of 11107 Hopewell Road.

2. Population Analysis

To evaluate the change in population, information was compiled from the US Census Bureau over a thirty-year time frame. A thirty-year horizon was chosen to show long term population trends both in the election district of the proposed rezoning, as well as the overall trends of the County.

The two parcels subject to this rezoning are located within the Halfway Election District (#26). As shown in the table below, the population in this district has grown more slowly than the County has over the thirty-year time frame between 1980 and 2010. District 26 has grown 13.54% over the thirty-year period (.45%) per year while the County as a whole has increased in population by 30.36%

(1.01% per year) during the same period. Both the Halfway Election District and the County experienced their greatest population increase during the thirty-year period surveyed between 2000 and 2010.

Table 1: Halfway Election District Population Trends

Population Trends 1980 - 2010			
Year	Area	Population	% change from previous decade
1980	District	9,489	
	County	113,086	
1990	District	9,418	-0.7%
	County	121,393	7.3%
2000	District	9,854	4.6%
	County	131,932	8.7%
2010	District	10,774	9.3%
	County	147,430	11.7%

Source: US Census Bureau

3. Availability of Public Facilities

A. Water and Sewerage

The adopted Water and Sewerage Plan for the County establishes the policies and recommendations for public water and sewer infrastructure to help guide development in a manner that helps promote healthy and adequate service to citizens. By its own decree, the purpose of the Washington County Water and Sewerage Plan is "...to provide for the continued health and well-being of Washington Countians and our downstream neighbors..."¹ This is achieved through implementing recommendations within the County Comprehensive Plan

¹ Washington County, Maryland Water and Sewerage Plan 2009 Update, Page I-2

and the Water and Sewerage Plan to provide for services in a timely and efficient manner and by establishing an inventory of existing and programmed services.

Water:

W-5-Long Term Planned Service (City of Hagerstown)

Public water is not currently available at the site. The site is permitted to access water by well. The site is given the W-5 designation in the County's 2009 Water and Sewerage Plan, denoting long term planned service. Neighboring parcels in the vicinity of the site generally also do not have present access to public water. The City of Hagerstown Water Division offered no comment on the proposed development when sent the application for review.

Wastewater:

S-3-Programmed Service (County)

The subject parcels are programmed for public sewer service in the Water and Sewer Plan but are currently slated to utilize onsite septic systems. Future wastewater service would be provided by the County at the Conococheague Wastewater Treatment Plant. Most neighboring parcels in the immediate vicinity also utilize onsite septic systems.

Neither the Washington County Health Department nor the Department of Water Quality offered comment about the application when provided a copy for review.

B. Emergency Services

Fire and Emergency Services:

Volunteer Fire Company of Halfway (1114 Lincoln Avenue) – 1.5 miles away

The proposed rezoning site is located within the service area of the Volunteer Fire Company of Halfway. This same entity also provides the nearest emergency rescue services. Their station is located approximately 1.5 mile away from the subject properties.

A copy of the application was sent to the Washington County Division of Emergency Services. No comments were received.

C. Schools

Elementary - Williamsport, Middle – Springfield, High School - Williamsport

The subject site is within the districts of Williamsport Elementary, Springfield Middle and Williamsport High schools. The requested zoning classification, Residential Transition (RT), would have the potential to generate students which are tracked under the County's Adequate Public Facilities Ordinance (APFO) to determine school capacity.

The APFO went into effect in 2004. The four-lot subdivision at the proposed rezoning site occurred in 2000. Therefore, while the proposed zoning classification would be expected to generate students that would impact the schools noted above, the pupil generation is considered as being part of the background enrollment for these schools. In essence, the impact of the subdivision should already be accounted for in present school capacity projections. **Accordingly, these lots would not be subject to the school capacity mitigation requirements of the APFO under present circumstances.** If the lots were subdivided again in the future, they would become subject to APFO requirements, provided they had a residential zoning classification at the time.

4. Present and Future Transportation Patterns

A. Highways – Access and Traffic Volume

The proposed rezoning site is located on Hopewell Road. The Functional Road Classification for Hopewell Road is as a minor collector in the Transportation Element of the 2002 Comprehensive Plan. This classification accounts for mobility and access characteristics of the roadway in its categorization. **Minor Collector** roads are designed to carry between 1,000 – 3,000 Average Daily Traffic in rural areas, and 2,000 to 10,000 vehicles daily in urban areas. The County's road classification system is based upon the Federal Highway Functional Classification System but modified to reflect local road conditions.

All lots within the subdivision are plated to be served by individual driveways accessing Hopewell Road.

Approximately ½ mile south of the site, Hopewell Road intersects with Wright Road. Within the County's current 10-year Capital Improvement Plan (2020-2029), funds have been earmarked for the relocation of Wright Road. Approximately 2,000 linear feet of Wright Road will be rerouted to the north of its current alignment, onto adjacent parcel 57, through what is currently agricultural land. The project, which is contingent upon developer contributions and grant funding, would result in the creation of a 3-lane closed section road (one lane in each direction with a continuous left turn lane). Wright Road frequently experiences flooding issues as much of the road is located within the floodplain.

In addition to evaluating public access of a parcel for rezoning purposes, it is also important to evaluate traffic generation and existing traffic volumes. This is commonly accomplished through analysis of historic and existing traffic counts as well as any existing traffic impact studies. As the proposed rezoning site is located on a County road, the only available data on traffic in the vicinity comes from nearby intersections with other County roads.

The County's Division of Engineering & Construction Management collected single day traffic counts at a number of locations in the vicinity of the site in 2016. These locations include the intersections of Hopewell Road and Hunters Green Parkway (north of the site), Hopewell Road near Shawnee Terrace (south),

plus Wright Road and Elliott Parkway. Since these were first time collections at these locations, trends cannot be discerned. These counts do, however, give us an idea of traffic volume occurring in the “neighborhood.” The highest traffic volume was recorded at Hopewell Road near its intersection with Hunters Green Parkway at 2046 vehicles. This intersection is within the Hopewell Valley Industrial Park. The lowest count was at Wright Road near Elliott Parkway where 1073 vehicles were counted.

Table 2: 2016 County Traffic Volumes

Hopewell Road at Hunters Green Parkway	2046
Hopewell Road near Shawnee Terrace	1453
Wright Road near Elliott Parkway	1073

Source: Washington County Division of Engineering and Construction
Management Traffic Inventory Map

Washington County Engineering Plan Review had no comment after receiving a copy of the rezoning application.

B. Public Transportation

This area is not directly served by public transportation. Routes 441 of the Washington County Commuter travels along Virginia Avenue in the vicinity south of the site from Hagerstown to Williamsport.

The Hopewell Express, an employment shuttle provided by the Washington County Community Action Council, serves the Hopewell Valley Industrial Park

from downtown Hagerstown. It does not travel along Hopewell Road as far south as the rezoning site, however.

5. Compatibility with Existing and Proposed Development in the Area:

A. Zoning

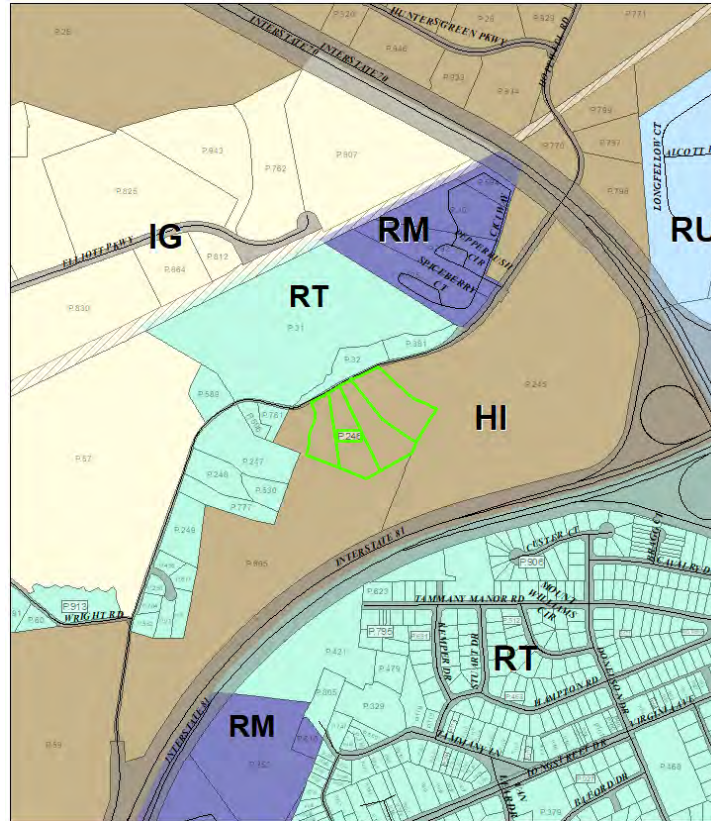
The subject parcels are currently zoned Highway Interchange (HI) and are requesting to change to Residential Transition (RT). The purpose of the RT zoning district is:

"...to provide appropriate locations for single-family and two-family residential development in Urban and Town Growth Areas. The Residential, Transition District is usually located on the outer fringes of the Growth Areas, rather than the inner core, and is intended to be the least dense residential district in the Growth Areas at a density of between 2 and 4 dwelling units per acres ..."².

Aside from single-family, two-family and semi-detached residences, other select principal permitted uses allowed in a RT zoning district include agriculture, churches, schools, mixed use developments and childcare facilities. Land uses such as bed and breakfasts, banquet and reception facilities and home-based businesses are allowed by special exception.

² Washington County Zoning Ordinance, Section 7A

Map 1: Surrounding Zoning Classifications



There is a mix of zoning classes in the immediate vicinity of the four lots subject to this rezoning which are highlighted in green above on Map 1. Highway Interchange (HI) surrounds the properties to the south, northeast and southwest near the intersection of I-70 and I-81. Above I-70 along Hunters Green Parkway is also HI, part of the Hopewell Valley Industrial Park. The land along Elliott Parkway, which backs up to a railroad line, is zoned Industrial General.

To the north, across Hopewell Road, and to the south, below I-81, is Residential Multifamily (RM) and Residential Transition (RT). Residential Urban (RU) is found in the northwest corner of the I-70/I-81 intersection.

B. Land Use

In the immediate “neighborhood” which is formed naturally around Hopewell Road as it passes under I-70, is bounded by the railroad line to the north and I-81 to the south, the land use is entirely residential or agricultural. Both single-family residential and multifamily apartments (Hopewell Manor and Hopewell Station) are found in the vicinity. Lakeside trailer park is found nearby on the north side of I-70, where it intersects with I-81.

This “neighborhood” is mostly self-contained by the barriers presented by these major transportation routes. Therefore, the heavily industrial lands along Elliott Parkway and in Hopewell Valley Industrial Park have limited influence on the immediate environs of these four lots.

C. Historic Sites

Another important component of compatibility is the location of historic structures on and around the parcels being proposed for rezoning. According to the Washington County Historic Sites Survey there are 3 existing historic sites located within an approximately ½ mile radius of the proposed rezoning areas. One of the three sites, known as Sprechers Mill, is located on Lot 1 of the area subject to this rezoning. Below is a listing existing historic resources within a ½ mile radius of the subject parcels.

- WA-I-357: “Sprechers Mill House,” early-19th century, 2-story brick dwelling associated with Sprechers Mill (gristmill) formerly located nearby on Semple Run. Listed on National Historic Register.
- WA-I-356: “Hopewell Hereford Farm,” early-19th vernacular, farm complex encompassing 2-story stone house and two bank barns, associated with Sprechers Mill.

- WA-I-364: “Salisbury Mill Site and House (Sprechers Mill)” early-18th century, 1.5-story stone farmhouse associated with Sprechers Mill formerly located on same property.

6. Relationship of the Proposed Change to the Adopted Plan for the County:

The purpose of a Comprehensive Plan is to evaluate the needs of the community and balance the different types of growth to create a harmony between different land uses. In general, this is accomplished through evaluation of existing conditions, projections of future conditions, and creation of a generalized land use plan that promotes compatibility while maintaining the health, safety, and welfare of the general public.

Each of the properties is located in the sub-policy area Low Density Residential. The Comprehensive Plan offers the following definition for this policy area:

“This policy area designation would be primarily associated with single-family and to a lesser degree two-family or duplex development. It is the largest policy area proposed for the Urban Growth Area and becomes the main transitional classification from the urban to rural areas.”³

7. “Change or Mistake” Rule

When rezonings are not part of a comprehensive rezoning by the governing body, individual map amendments (also known as “piecemeal rezonings”) are under an obligation to meet the test of the “Change or Mistake” Rule. The “Change or Mistake” Rule requires proof by the applicant that there has been either: a substantial change in the character in of the neighborhood since the last comprehensive zoning plan (2012), or a mistake in designating the existing zoning classification.

³ 2002 Washington County, Maryland Comprehensive Plan, Page 243

As part of the evaluation to determine whether the applicant has proven whether there has been either a change or mistake in the zoning of a parcel, the Maryland Annotated Code Land Use Article and the Washington County Zoning Ordinance state that the local legislative body is required to make findings of fact on at least six different criteria in order to ensure that a consistent evaluation of each case is provided. Those criteria include:

1) population change; 2) the availability of public facilities; 3) present and future transportation patterns; 4) compatibility with existing and proposed development for the area; 5) the recommendation of the planning commission; and 6) the relationship of the proposed amendment to the local jurisdiction's Comprehensive Plan.

Even when change or mistake has been sufficiently sustained, it merely *allows* the local governing body the authority to change the zoning; it **does not require** the change. When conditions are right for a change, the new zone must be shown to be appropriate and logical for the location and consistent with the County's Comprehensive Plan.

II. Staff Analysis:

The analysis of a rezoning request begins with a strong presumption that the current zoning is correct. It is assumed that the governing body performed sufficient analysis, exercised care, and gave adequate consideration to all known concerns when zoning was applied to a parcel of land. However, there are instances by which a case can be established to show that the governing body either erred in establishment of the proper zoning of a property or that enough change has occurred within the neighborhood surrounding the property since the governing body's last assessment to require a new evaluation of the established zoning designation.

The applicant in this case has indicated in their justification statement that they believe that a **mistake** was made by the local legislative body to rezone the property in 2012. As noted in the prior section describing the "Change or Mistake"

Rule, the Washington County's Zoning Ordinance requires data to be presented to the local legislative body on factors such as population change, present and future traffic patterns, the availability of public facilities, the relationship of the proposed change to the Comprehensive Plan and its compatibility with existing and proposed development in order to determine how the area subject to rezoning has evolved since the comprehensive rezoning.

1. Evidence for Mistake in the Current Zoning

In order to demonstrate that a mistake was made by the regulatory body in applying the existing zoning classification to the parcel, the applicant must establish that an error occurred as a result of factors such as:

1. A failure to take into account projects or trends probable of fruition;
2. Decisions based on erroneous information;
3. Facts that later prove to be incorrect;
4. Events that have occurred since the current zoning; or
5. Ignoring facts in evidence at the time of zoning application.

The last Comprehensive Rezoning in Washington County was completed in 2012, affecting the Urban Growth Area that surrounds the City of Hagerstown and the towns of Williamsport and Funkstown. The Rezoning affected approximately 17,000 parcels and 38,000 acres of land.⁴ Information such as population projections, growth trends, transportation and infrastructure data, and the recommendations of the Comprehensive Plan were considered as a part of this effort. The input of property owners, local officials, County staff and the general public was also solicited and considered in the assignment of each parcel affected by the Comprehensive Rezoning. Landowners were also given the opportunity to appeal the rezoning of their property at that time if they felt aggrieved by the Board's decision.

⁴ Washington County Ordinance No. ORD-2012-08

The applicant contends that the Board of County Commissioner's erred in their decision during the 2012 UGA Comprehensive Rezoning to rezone the lots in question to HI. The applicant claims that factors such as following were not fully considered by the Board in their 2012 decision:

- The existing fact that substantial road improvements would be necessary to make the property suitable for commercial development;
- The existing fact that public water is generally unavailable to the property;
- The assumption that the property would likely be developed in conjunction with neighboring Parcel 695.

i. Property Background Information

Before analyzing the applicant's assertion that the local legislative body erred in their decision to rezone the property in 2012 from HI-2 to HI, it is important to understand some background context on the property's developmental history.

First, the original intent of the owner for the property was to develop them as residential lots. This is evident by virtue of the recordation of Washington County Plats 6462-6463 in the year 2000, which created the four-lot subdivision (Applicant's Exhibit 1). Lot 1, as noted earlier, already had a house on it at that time which dated to the early 1800s and was built in the vicinity of a nearby grist mill which operated during the same time period. The plat, which depicts proposed locations of dwellings and septic areas, therefore represented a continuation of the rural residential land use long present in the area of the site.

Second, the zoning of the property prior to 2012 was HI-2. The now repealed HI-2 zoning district was a predominantly high-density residential zoning district that also allowed some light industrial uses. The rezoning of the property from HI-2 to HI, which does not allow residential development, thereby

constituted an intensification of the permitted land uses on the property from its historical pattern of development.

Finally, a significant factor in the Board's decision to rezone the property to HI in 2012 was a formal request from the property owner (Applicant's Exhibit # 4). The applicant's request was based upon the following reasoning or assumptions:

1. The proximity of the property to I-81;
2. The HI zoning would match adjacent parcel 245 (located immediately north of the site);
3. The parcel would be developed in tandem with parcel 695 (also owned by Mr. Bowman, located immediately south of the site)

This request contradicted the County's original proposed zoning for the site in 2012, which was RT (Applicant's Exhibit # 3, line 22). RT is what the applicant is currently requesting for the property.

ii. Substantial Road Improvements

The applicant's first assertion in their contention that a mistake was made to rezone the property to HI in 2012 is that substantial road improvements would be necessary to make the property suitable for commercial development. Consistent with the conditions described in the applicant's Justification Statement, **the suitability of the existing road network in the area to provide for the size or volume of vehicles consistent with an HI zoning designation is highly questionable.**

As noted by the applicant, while there is proximate access to I-81 Exit 3 (Virginia Avenue near Williamsport) less than 2 miles from the subject site, Hopewell Road itself is entirely unsuitable for commercial vehicle traffic in its present condition. Hopewell Road beyond the I-70 underpass can be generally characterized as a typical narrow County road with limited or no shoulders in

certain segments. Further, at the intersection of Hopewell and Wright Road, it is necessary to cross a narrow one-lane bridge over Semple Run in order to proceed to I-81 Exit 3.

The applicant goes on to present cost estimates, environmental concerns and other considerations that would essentially make the necessary road improvements to Hopewell Road to serve a commercial/industrial use infeasible (Applicant's Exhibits # 5 - # 9). Commercial vehicle access to I-81 Exit 5 (Halfway Blvd), of similar distance to the rezoning site as Exit 3, would also likely necessitate significant road improvements such as shoulder widening and potentially an upgrade to the railroad crossing just beyond the I-70 underpass where Hopewell Road intersects the CSX rail line.

Further, as noted earlier in this staff report, the existing path of Wright Road frequently experiences closures due to flooding as much of the road is located within the floodplain. For this reason, the County has budgeted for the relocation of the road within its current 10-Year CIP. Therefore, the present condition of Wright Road, which would provide an alternate route to I-70 Exit 24 (MD-63) for truck traffic from a prospective commercial/industrial business at the subject site, is also inadequate for the task.

Thus, staff agrees with the applicant that substantial road improvements would have to be made to the current condition of multiple roads in the vicinity in order to adequately and safely serve a commercial or industrial business at the site of this rezoning. The existing conditions of Hopewell Road as well other alternative routes that would potentially serve the heavy vehicle traffic generated by an HI use would certainly have been evident to the Board at the time of its decision in 2012.

iii. Public Water Availability

The applicant's second major argument in support of a mistake in the current zoning is the lack of public water available to the site. Adequate water and sewer

infrastructure are imperative to serve the needs of commercial or industrial land uses. The ability these types of businesses to operate on a well and septic system is typically impractical, as it carries risks to public health and limits the potential for future expansion of operations at the same site. Therefore, public water and sewer access is optimal to serve commercial and industrial land uses in most cases.

The current W-5 (Long Term Planned Service) and S-3 (Programmed) service designations in the County's 2009 Water and Sewer Plan for the site were noted earlier in this report. These designations indicate that while connection to public sewer service is generally available to the site, public water (via the City of Hagerstown) is not readily available to the site.

It's additionally pointed out by the applicant that **these lots lie outside the City's Medium-Range Growth Area (MRGA). Properties within the MRGA are prioritized by the City for connection to public water or sewer service when it becomes available while those outside the MRGA are not eligible for connection unless a special exception applies.** It is not clear that the site in question would qualify for a special exception under the City's water and sewer connection policies, particularly if it was not developed in tandem with adjacent properties that might then cause such a project to be viewed as a significant boost to economic development for the City and County.

Therefore, when one combines both the difficulty of providing adequate road access with the current hurdles to connecting with public water to the site, it is evident that significant infrastructural hurdles exist to develop these properties into a large scale commercial or industrial use as might be expected with an HI zoning designation. The City's exceptions to its water and sewer policies for extending service outside the MRGA, as well as the boundaries of the MRGA, and the current service designations were all in evidence in 2012 at the time of the Comprehensive Rezoning.

iv. Future Development Assumptions

At the time of the Comprehensive Rezoning of the UGA, it was the assumption of the landowner that that this property would be developed in tandem with parcel 695, also owned by Mr. Bowman, located to the south. This assumption was set forth in the applicant's request letter mentioned previously. Ultimately, the barriers already discussed to the development of a commercial or industrial use at the site (roads, public water) have proven to be a significant hinderance to developing either of the two parcels in question owned by Mr. Bowman. As a result, the assumption utilized by both the applicant and the Board during the 2012 Comprehensive Rezoning proved to be incorrect with the passage of time.

III. Recommendation:

The applicant has claimed that a mistake was made to rezone the property from HI-2 to HI in 2012. The burden of the applicant in a "Mistake" case is to provide evidence that the Board:

1. Failed to take into account projects or trends probable of fruition,
2. Made decisions based on erroneous information,
3. Used facts that later prove to be incorrect,
4. Couldn't have foreseen Events that have occurred since the current zoning
5. Ignored facts in evidence at the time of zoning application.

Regarding the charge of mistake, while not the sole basis for the County's decision to apply the HI zoning classification to the property in 2012, the property owner's request for this classification surely played a large role in the County's decision. The passage of time has revealed that the rationale utilized to justify the rezoning at the time, such as the proximity of the site to I-81 and the potential for it to build out as a commercial or industrial use in tandem with neighboring parcels, was incorrect. It is also likely that further consideration about the present adequacy of public infrastructure (roads, water and sewer) to support development of this intensity in this location may not have been given full consideration in the decision to apply the HI zoning.

Consequently, staff concludes that convincing proof has been offered by the applicant demonstrating that a mistake was made to rezone the property from HI-2 to HI in 2012. The applicant's request for the RT zoning classification is entirely logical for the present subdivision of the property and its past development history. The development of a residential use on these properties would fit the existing character of the neighborhood and place significantly less burden on existing public infrastructure in the vicinity. It would also allow the County to proceed with capital road projects, such as the relocation of Wright Road out of its current location in the floodplain, in the timeline currently laid out in the CIP without additional pressure to move up the timeline for capital improvements.

Conclusion

Based on the information provided by the applicant in the initial application, further analysis by Staff, and evidence presented at the public hearing, the Board of County Commissioners believes that there has been adequate evidence submitted to meet the various criteria that would support the application of Residential, Transition (RT) to the subject area.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to form and legal sufficiency:

B. Andrew Bright
Assistant County Attorney



Agenda Report Form

Open Session Item

SUBJECT: Employee Vacation Leave Carry-over

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Deborah Condo, Deputy Director of Human Resources

RECOMMENDED MOTION: Discussion for consideration of a carry-over of an additional Vacation Leave hours

REPORT-IN-BRIEF: Due to COVID-19 and its effect on travel this year as well as some employees not being able to take time off work due to the nature of their work, employees are requesting that the County consider allowing additional vacation leave hours to carry-over into 2021.

DISCUSSION: Employees have expressed a concern that they will not be able to use their accrued Vacation Leave this calendar year due to the pandemic. Employees have reached out directly and indirectly through their managers and Union Representative to Human Resources to find out if the County will be allowing a carry-over of additional Vacation Leave hours. Increasing the carry-over cap will likely decrease absences prior to December 31, 2020.

FISCAL IMPACT: We project about 230 employees will have carry over hours that exceed the current 250 vacation leave carry-over hours at the end of the year. The fiscal impact will vary since some departments may incur overtime costs related to an employee's absence while others will not. However, costs may increase later when time is actually taken or paid out when an employee departs employment from the County.

CONCURRENCES: NA

ALTERNATIVES: Keep Vacation Leave carry-over to 250 hours

ATTACHMENTS: NA

AUDIO/VISUAL NEEDS: NA



Agenda Report Form

Open Session Item

SUBJECT: Citizen Participation During BOCC Open Meetings

PRESENTATION DATE: September 15, 2020

PRESENTATION BY: Tom Brown, Emergency Manager

RECOMMENDED MOTION: Approval of the attached rules and procedures regarding citizen participation during BOCC open session meetings.

REPORT-IN-BRIEF: In March 2020, public meetings were cancelled as gatherings of people could cause a health risk to citizens and County staff due to the COVID-19 pandemic. When Commissioner meetings resumed, they remained closed to public attendance. Citizen comments were received, and continue to be received, via email, mail, or telephone calls to the County Clerk. During the September 1, 2020 BOCC open session meeting staff was directed to create rules and procedures to safely allow public comment during open session.

DISCUSSION: The attached rules and procedures allow for up to three (3) citizens to appear before the BOCC during open session meetings to provide comment. Citizens are selected on a first come first serve basis providing that they have not made comment within the last four (4) open session meetings. Citizens will be required to submit to a screening process prior to entering the meeting room and will be required to wear a mask at all times while inside the Administrative Building. BOCC meetings will continue to remain closed for public attendance.

FISCAL IMPACT: None

CONCURRENCES: Interim County Administrator

ALTERNATIVES: Continue public comment as it is currently being conducted by encouraging citizens to make contact by either telephone, e-mail, or letter.

ATTACHMENTS: Proposed Citizens Participation Rules/Procedures

AUDIO/VISUAL NEEDS: N/A

CITIZENS' PARTICIPATION

Rules & Procedures

1. Meetings of the Board of County Commissioners are not open for public attendance due to the catastrophic health emergency caused by the novel coronavirus.
2. Citizens are encouraged to make the Board of County Commissioners aware of their opinions on issues related to County governance.
3. Citizens may provide input in writing by mail or email, and by voice by telephoning the County Clerk.
4. In addition, at regular meetings of the Board of County Commissioners, up to three (3) citizens may provide in-person public comment as set forth herein.
5. Citizens wishing to provide in-person public comment will need to make a reservation with the County Clerk no later than the close of business on the day preceding the regular meeting at which they wish to speak.
6. Reservations will be accepted on a first-come basis.
7. A waiting list for in-person comment at future meetings will not be maintained.
8. To ensure varied participation, persons who have participated in Citizens' Participation at any regular meeting within the preceding four (4) weeks are ineligible to give in-person public comment.
9. Speakers are not permitted in the County Administration Building more than ten (10) minutes prior to their reserved time for Citizens' Participation.
10. Speakers may not be accompanied by any other person.
11. Speakers are required to be screened prior to entry into the Commissioners' meeting room. Screening shall include a temperature check and answering of the three following questions:
 - Have you traveled outside the State of Maryland to a known COVID-19 hotspot in the last 30 days?
 - Have you been in contact with someone who has been confirmed as having COVID-19?
 - Have you experienced any COVID-19 symptoms in the last 30 days, i.e. coughing, sudden loss of smell or taste, congestion, trouble breathing, fever, etc?

- If the citizen answers no to all three questions, they will be asked to have a seat in the lobby and wait for their turn to make remarks.
 - If the citizen answers yes to any of the three questions, they will not be permitted to enter the Commissioners' meeting room.
12. While waiting to appear, speakers will practice social distancing from others while in the lobby area.
 13. Speakers will not be granted access to any other parts of the County Administration Building.
 14. Speakers are encouraged to use hand sanitizer located at the security desk prior to entry to the Commissioners' meeting room.
 15. Speakers must make their remarks from the presentation desk. Speakers may not approach Commissioners or staff.
 16. Speakers are required to wear a mask at all times while in the County Administration Building. Speakers without masks, or those removing their mask, will be asked to leave the premises.
 17. Speakers giving public comment shall confine their comments so that they do not exceed three (3) minutes.
 18. Remarks must be related to matters of concern to County government.
 19. Remarks should be directed to the Board and not to individual members of the Board or County staff.
 20. Statements related to personal or personnel issues of individual Commissioners or staff are prohibited.
 21. Once remarks have been given, the speaker must exit the building.
 22. Audiences are not permitted in the Commissioners' meeting room.

Contact Information:

Krista L. Hart, County Clerk
100 W. Washington Street, Suite 1101
Hagerstown, Maryland 21740
khart@washco-md.net
240-313-2204

These procedures are an effort to lessen the likelihood of COVID-19 infections within the County Administration Building; however, there is no guarantee that infections will not occur.