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## BOARD OF COUNTY COMMISSIONERS

October 10, 2023

### OPEN SESSION AGENDA

- 10:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President John F. Barr*  
APPROVAL OF MINUTES: *September 26, 2023*
- 10:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 10:20 AM STAFF COMMENTS
- 10:25 AM CITIZEN PARTICIPATION
- 10:40 AM WASHINGTON COUNTY COMMUNITY COALITION: RECAP OF 2023;  
REQUEST FOR SUPPORT IN 2024  
*Paul Frey, President and CEO, Washington County Chamber of Commerce; Jim Kercheval, Executive Director, Greater Hagerstown Committee*
- 10:55 AM CHARACTER COUNTS! FUNDING REQUEST AND OCTOBER 2023  
PROCLAMATION  
*Carolyn Brooks, Director, Character Counts!*
- 11:05 AM OPTIONAL 3<sup>RD</sup> EARLY VOTING CENTER FOR WASHINGTON COUNTY  
*Barry Jackson, Director, Washington County Board of Elections*
- 11:15 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-23-0133) TWO  
(2) CHEVROLET TAHOE FOR THE SHERIFF'S OFFICE  
*Rick Curry, Director, Purchasing; Alan Matheny, Fleet Logistics and Commercial Vehicle Enforcement, Washington County Sheriff's Office*
- INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-23-0134) FIRE  
APPARATUS TOOLS AND ACCESSORIES FOR DIVISION OF EMERGENCY  
SERVICES  
*Rick Curry, Director, Purchasing; Eric Jacobs, Operations Manager, Emergency Services*
- 11:20 AM MARYLAND DEPARTMENT OF TRANSPORTATION THREE YEAR SALT  
UTILIZATION AGREEMENT  
*Andrew Eshleman, Director, Public Works*

- 11:25 AM AIRPORT SEEKS COMPETITIVE FFA GRANT UNDER THE BIPARTISAN INFRASTRUCTURE LAW BIL-ATP. PROJECT TO PROVIDE 4,800 SF OF EAST SIDE EXPANSION SPACE IN THE “LANDSIDE” PORTIONS OF THE TERMINAL  
*Neil Doran, Director, Hagerstown Regional Airport; Andrew Eshleman, Director, Public Works*
- 11:35 AM CLEMENT RURAL LEGACY PROGRAM (RLP) EASEMENT  
*Chris Boggs, Rural Preservation Administrator, Planning and Zoning*
- 11:45 AM MEMORANDUM OF AGREEMENT, TIME TO CARE ACT, INSURANCE COLLABORATIVE  
*Michelle Gordon, County Administrator*
- 11:50 AM FY23 EXCESS OF REVENUES  
*Kelcee Mace, Interim Chief Financial Officer*
- 12:20 PM CLOSED SESSION - *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals)*
- 6:45 PM RECONVENE IN OPEN SESSION

## ADJOURNMENT



## Agenda Report Form

### Open Session Item

**SUBJECT:** Washington County Community Coalition: Recap of 2023; Request for support in 2024

**PRESENTATION DATE:** October 10, 2023

**PRESENTATION BY:** Paul Frey, President and CEO, Washington County Chamber of Commerce, and Jim Kercheval, Executive Director, Greater Hagerstown Committee

### **RECOMMENDED MOTION:**

**REPORT-IN-BRIEF:** Since 2005, local leaders from the Washington County Community Coalition, an advocacy group, have had a two-fold mission: First, we lobby Annapolis on issues important to Washington County. Second, we educate State leaders and policy makers on the priorities, activities, and strengths of our community. To be successful, the Coalition understands that it must go to Annapolis with “one voice.” To build this consensus, we debate the issues among the Coalition members and select only those on which all of the Coalition partners agree. We then go to Annapolis with a unified message and an increased chance for success. Once the issues are chosen and the agenda is set, the Coalition works with a team of professional lobbyists, led by John Favazza of Manis Canning & Associates. The lobbying team uses our consensus agenda to develop a coordinated plan of action.

### **DISCUSSION:**

**FISCAL IMPACT:** \$10,000, if Community Coalition support is provided during the 2024 Session.

### **CONCURRENCES:**

**ATTACHMENTS:** 2023 Community Coalition Results; 2024 Proposed Coalition Agenda



# Washington County Community Coalition

# Community WC Coalition



I-81



Indoor Sportsplex



Rt 11 Bridge Relocation



HCC Athletic Facilities Study



New Visitors Center



Defensive Driving Track



# Itinerary For Our “Day In Annapolis”

Washington County Community Coalition

Wednesday, January 25, 2023

Time	Activity
Depart 10:00 am SHARP!	<b>Carpool – Please make your own arrangements or contact Donna at the Chamber for assistance (301-739-2015 ext. 101). The library staff has a couple seats down but is staying over Wednesday night. Please make sure to let your carpool driver know if you change plans and/or cannot attend.</b>
Parking	Once in Annapolis, <b>we recommend parking in the Gotts Deck (#5).</b> They are marked on the attached parking map. Note: The Noah Hillman Garage #4 is closed for construction adding to parking challenges – so plan for time to find parking. If decks are full, you can also try the Lowe’s hotel, which has paid parking areas for non-guests or the Stadium Park & Ride and take the trolley.
11:30 am to 12:30 pm Official Start of Day	<b>Lunch: Galway Bay Irish Restaurant and Pub - 63 Maryland Avenue, Annapolis, (410) 263-8333</b> <b><u>Pre-registration is required</u> - seating is limited - first come/first served (Usually sells out early).</b> <b>Cost: \$30</b> - includes soup or salad, 1 of 5 entrées, beverage, tax, and gratuity. <b>Please register for lunch by January 20<sup>th</sup></b> by contacting Donna at the Chamber at: <a href="mailto:donna@hagerstown.org">donna@hagerstown.org</a> or (301) 739-2015x101. <b>Day of Event, contact Donna Mitchell: (301) 331-5279</b>
12:45 pm to 4:15 pm	<b>Meetings with various legislators and administration staff:</b> Large Group Meetings will take place at the <b>Comptroller of Maryland Office in the Assembly Room at 80 Calvert Street - adjacent to the Senate Office Building (This is a new location this year).</b> We have partnered with Leadership Washington County and reserved the Comptroller’s Conference Room for the day. They will be jointly attending all large group meetings with us. We will also use this area to coordinate members to attend any small group meetings with legislators as scheduled by the lobbyist. Small group meetings are usually limited to just 4 or so people. We will strategically choose who attends these small group meetings as they develop. There may be a couple small group meetings that take place in the morning or after 4pm, but the large group activities are scheduled to end in time to attend the reception.
4:30 pm to 6:30 pm	<b>Washington County Legislative Reception: Governor Calvert House – 58 State Circle</b> Network with legislators and administration officials as we showcase the economic development, educational, and quality of life opportunities in our community. Various education, public, and private entities from Washington County will be on hand with displays. Free Hors d'oeuvres and beverages provided. <b>Please be assertive and welcome any guests that arrive and use this time to talk with state officials about our agenda.</b> Legislators and VIP’s will have special-colored badges for identification. <b>Please do not leave valuables unattended. WCCC is not responsible for lost or stolen items.</b> The reception area is not available for set up until 3:00pm. However, we have a staging room reserved at the Calvert House where you can drop off your items ahead of time if you like. The staging room is Room F, or the “Jonas Green” room, and will be available at 1pm. <b>To coordinate reception set-up logistics, you can contact Donna Mitchell at: (301) 331-5279.</b> Reception hosted by the Coalition Partners: Washington County Government, City of Hagerstown, HCC, Chamber of Commerce, Town of Williamsport, Visit Hagerstown, CHIEF, GHC, Friends of Washington Co. Library. Sponsors: The Home Builders Assoc. and The Community Foundation
6:30 pm	<b>Conclusion of day.</b> Members can gather up their things and depart for home. <b>If you are in a carpool, please make sure you have all members accounted for before leaving. If carpool back from Annapolis with someone different, please let your original driver know.</b> Estimated time of arrival in Hagerstown is 8:30 pm

# Things to Know – PLEASE READ PRIOR TO EVENT

- Our lobbying firm is Manis Canning & Associates located at: 12 Francis Street Phone: (410) 263-7882. John Favazza is our lobbyist. (John may be assisted by Andrea Mansfield, Joe Bryce, Nick Manis, Mike Canning, or Natasha Mehu)
- You **must** have a valid driver's license or government issued ID to enter through security and metal detectors located in all legislative buildings. (Security will not let you talk your way in without one.)
- The guards at the legislative buildings will turn you away for anything that even looks like a knife, pen knife, etc. We recommend limiting what you carry in your pockets as you may be going through security several times throughout the day.
- If you were scheduled to be part of a carpool and are running late or must cancel, please contact your driver so as not to hold up your group. When departing Annapolis, if you were scheduled to be here for the entire day and must leave early, or if you decide to ride home with a different party, please notify your driver so that all are accounted for. Drivers should make sure they have the same group you came with unless other arrangements were made.
- While the day officially begins at 11:30am, there may be some opportunities to schedule a couple small group meetings with various officials in the morning (8:00am to 11:30am) or the following day. If that occurs, individual members who are able to come down early or stay overnight will be contacted to attend.
- We will initially use lunch as a staging area to hand out nametags and packets (**please be sure to wear nametags all day for branding purposes**). Lunch begins at 11:30am sharp. We must depart at 12:30pm to head to our first large group meeting of the day in the Comptroller's conference room in the Treasury building which begins at 12:45pm. We may also need to pull out a couple small teams during lunch for meetings with individual legislators or administration officials.
- From 12:45pm – 4:15pm, we will be using the Comptroller's assembly room in the Comptroller's Office (shared with LWC) as our "Large Group" Meeting room for the day. We will have various legislators and state officials rotating in to speak with us. Some light refreshments will be provided. **Please avoid leaving valuables unattended in meeting rooms or at reception. WCCC is not responsible for lost or stolen items.**
- Due to the nature of Annapolis and the fact that legislators are actively in session, many of the day's meetings will be determined "on the fly". Most meetings will include the full coalition in our reserved meeting room – Comptroller's conference room in the Treasury building. Other small group meetings may only include a few people due to limited space in legislators' offices. These meetings have been scheduled by our lobbyist and the coalition to discuss issues related specifically to the WCCC's agenda. **Please do not use the WCCC time for any personal agendas not supported by the Coalition. When commenting or asking questions please be respectful and keep in mind that we are here to build positive relationships and ask state officials for funding and assistance with our specific agenda items. This is not the time to express negative feelings or personal political positions.**
- We will try to fill the afternoon with meetings but there may be down times. **Coalition members are encouraged to take whatever time they choose to visit any legislators you may know.** You can download the "MD GOV" app by Verizon to your phone for a full directory of all members of the general assembly including contact and office location information.
- **You can contact the following people throughout the day for assistance:**
  - Erin Griemsmann (301) 991-1491 (GHC)
  - Donna Mitchell (301) 331-5279 (Chamber)
  - Jim Kercheval (301) 992-7515 (GHC)
  - Paul Frey (301) 514-5738 (Chamber)

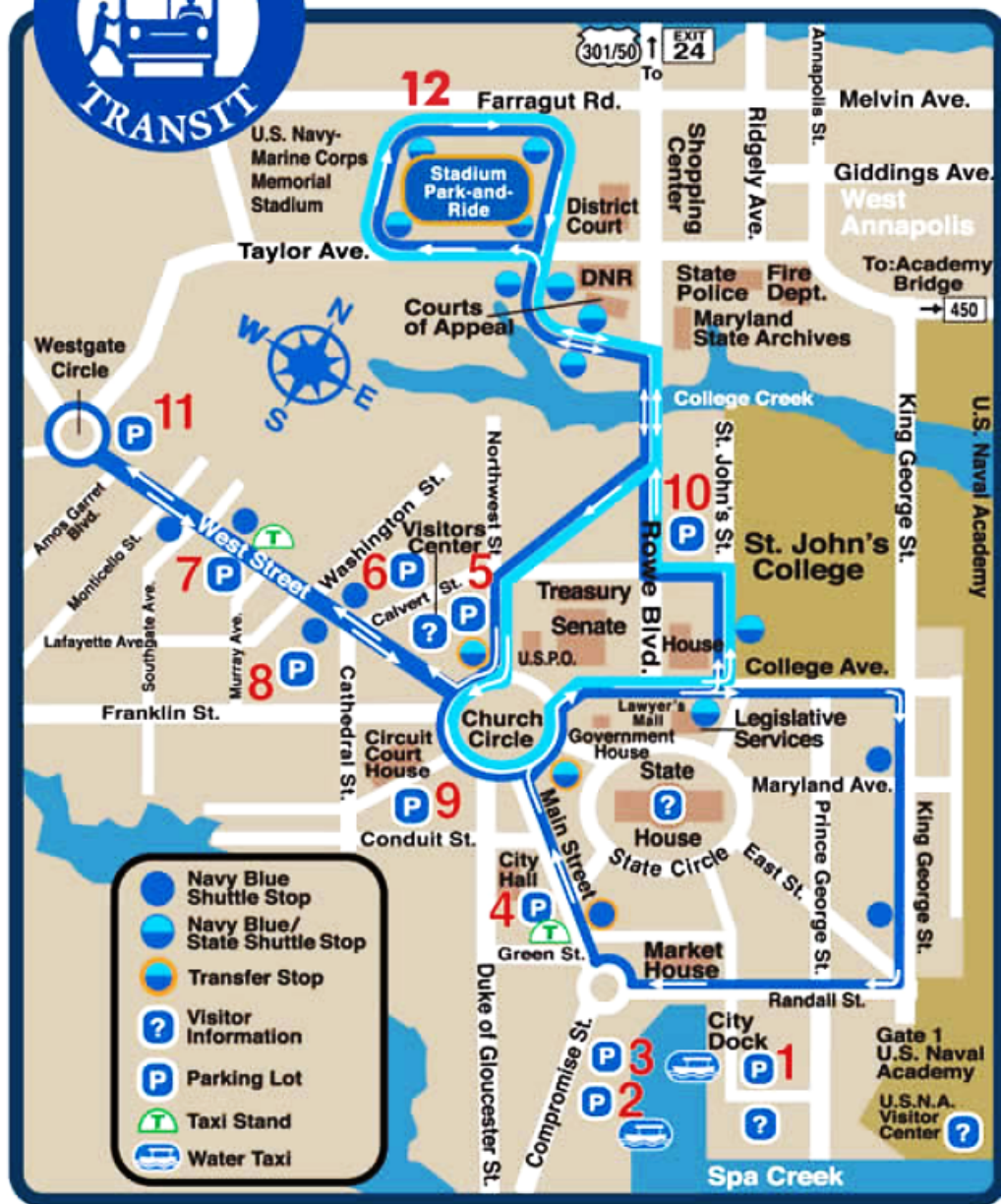
**Contact Donna Mitchell for all logistics, questions, and concerns regarding our reception**

*Note: Jim and Paul will be facilitating many of the meetings so may not be able to respond right away*





# ANNAPOLIS PARKING



## Downtown Parking Lots and Garages

- 1 City Dock**  
Susan Campbell Park  
Metered parking near Spa Creek
- 2 Fleet Parking Lot**  
Metered parking next to Fleet Reserve Club
- 3 Donner Parking Lot**  
Metered parking near City Dock
- 4 Noah Hillman Parking Garage**  
Just off Main Street in the Historic District  
150 Gorman Street  
410-267-6914  
**CLOSED**
- 5 Gotts Court Parking Garage**  
Near the Visitors' Center  
State and County Offices  
250 Northwest Street  
410-263-9749  
Discounted Rates After 4 pm
- 6 Whitmore Garage**  
Across from Gotts Court Garage  
37 Clay Street  
410-222-1150
- 7 Knighton Garage**  
Corner of Colonial Avenue and West Street  
410-263-7170  
Discounted Rates After 4 pm
- 8 Larkin Street Lot**  
Metered parking located off City Gate Lane
- 9 South Street**  
Off Church Circle  
Across from the Courthouse
- 10 Bladen Street Garage**  
Free parking 6 pm - 6 am, Monday - Friday;  
All day on weekends
- 11 Park Place Garage**  
At Westgate Circle  
Just off of West Street and Spa Road
- 12 Navy Stadium Parking Lot**  
Just off Rowe Blvd on Taylor Avenue  
(Walk or take a trolley to downtown)

### State Shuttle Free Express

Mon - Fri: 6:30am - 8pm  
No service major holidays.

Rush hours:  
Departs every 5 min.  
Other Times:  
Departs every 10-15 min.

[www.annapolis.gov/transport](http://www.annapolis.gov/transport)

### Navy Blue Shuttle Free Local

Mon - Fri: 9am - 6pm Sat - Sun: 10am - 6pm  
No service major holidays.



This route map may be updated.

For the latest information:

<http://www.annapolis.gov/parking>

<http://www.annapolis.gov/parking>



## Washington County Community Coalition

### Coalition Partners:

- Washington County Government
- City of Hagerstown
- Hagerstown Community College
- Washington County Library System
- Town of Williamsport
- Visit Hagerstown (Convention & Visitors Bureau)
- Washington County Chamber of Commerce
- CHIEF (Washington County Industrial Foundation)
- Greater Hagerstown Committee

### History:

In 2005, local leaders formed the Washington County Community Coalition, an advocacy group with a twofold mission: First, we lobby Annapolis on issues important to Washington County. Second, we educate State leaders and policy makers on the priorities, activities, and strengths of our community.

To be successful, the Coalition understands that it must go to Annapolis with "one voice." To build this consensus, we debate the issues among ourselves and select only those on which all the Coalition partners agree. We then go to Annapolis with a unified message and an increased chance for success.

Once the issues are chosen and the agenda is set, the Coalition works with a team of professional lobbyists led by John Favazza of Manis Canning & Associates. The lobbying team uses our consensus agenda to develop a coordinated plan of action.

Beyond the set agenda, the Coalition uses the lobbyist as a "trip-wire" – an early warning system to alert community leaders of legislative threats to Washington County. Armed with the information, and working with our lobbyists, the Coalition partners can often resolve issues before they become problems.

### Process:

The process to develop the Coalition's agenda begins with a series of meetings to which the entire leadership of all of the Coalition partners is invited. The group begins in the summer with brainstorming sessions designed to identify issues or projects that are important to our community. Over the course of several meetings the partners trim down the list and agree on a manageable set of issues. The Coalition's partners research the agenda items, identify specific requests, and prepare white papers, or fact sheets, for the lobbyists to use as educational materials. Past projects include I-81 widening, major road improvements, revitalization projects in urban centers, tourism projects, etc.

### Program:

- Strategic lobbying program is developed for the community including priority projects and a "Watch List" of local issues of concern
- Community Leaders attend a "Day in Annapolis" during the General Assembly session to lobby State leaders on community initiatives
- "Meet and Greet" legislators throughout the session at various special events
- Coalition holds a legislative reception to project the "brand" of Washington County as a future area of prosperity for MD
- The Coalition receives year-round advocacy updates from our lobbyists. The lobbying team tracks and reports on local legislation. Community leaders receive advice and help as new issues or initiatives develop

### For more information contact:

Paul Frey, CEO/President  
Washington County Chamber of Commerce  
1 S. Potomac St. Hagerstown, MD 21740  
(301)739-2015  
paul@hagerstown.org



# Agenda For 2023 Legislative Session

## Transportation



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### I-81 Widening Improvements (County)

I-81 is a nationally significant freight corridor, aiding commerce in the region and throughout the east coast. Locally, it serves foreign trade zones, enterprise zones, and other projected high employment growth areas including our regional airport, making it vital to regional commerce and economic development in our community. I-81 corridor improvements are desperately needed to improve safety, provide capacity for planned development, and reduce congestion related to high truck volumes. Phase 1 which included the widening I-81 to 6 lanes from the Potomac River Bridge to Exit #1 in Williamsport was completed in 2021. MDOT SHA is finishing up the engineering and design of Phase 2 which will widen 4 miles from Exit #1 at MD 68 to just north of Exit 5 at Halfway Boulevard. MDOT recently announced \$100M was amended into the State's Consolidated Transportation Plan to fund the construction of Phase 2 in FY 2026. Funding is immediately needed for the planning and engineering of the final phase from Halfway Blvd to the Pennsylvania line so that design plans can be completed by the time Phase 2 is finished and Phase 3 can begin construction (planning and engineering for Phase 2 took six years to complete). **REQUEST: Start construction on Phase 2 as early as possible, allocate planning/engineering funding in the next CTP for the final phase of widening I-81 to the Pennsylvania line, and plan for construction funding to complete the remainder of the project.**



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### I-70/MD 65 Interchange Improvements (County & Hagerstown)

Improvements to the interchange of Interstate 70 and MD 65 are needed to enhance safety, improve congestion, and increase capacity in the fastest growing retail and residential area in the County. The proposed interchange improvements include construction of a partial cloverleaf, safety enhancements, and scheduled I-70 bridge replacements. The project has been one of the top two priorities (2nd to I-81) for eight consecutive years. MDOT SHA announced at the 2022 MDOT Tour Meeting that there is no new money for the partial cloverleaf in the 2023 CTP. Construction for the bridge deck and superstructure replacement and widening of I-70 dual bridges over MD 65 and CSX Railroad is ongoing. This is considered the first phase of work for this interchange. The project will provide capacity as well as improve efficiency and safety by eliminating multiple stop conditions on MD 65 and weave/merge conditions on I-70. **REQUEST: State begin the design stage, and program construction funding for improvements into MDOT's Consolidated Transportation Plan.**



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### Rt 11 Bridge Relocation/Replacement (Town of Williamsport)

The Route 11 Bridge was constructed in 1909 and traverses the C & O Canal, Riverbottom Park, and the Potomac River in Williamsport, Maryland. It connects western Washington County to eastern West Virginia and approximately 15,000 vehicles per day use the bridge. May 2018, the State Highway Administration provided an overall "Fair" rating of the bridge with the Superstructure and deck conditioning one point away from being considered "Poor". The bridge needs rehabilitation, but Williamsport is requesting MDOT/SHA first examine a better option to relocate the bridge to the north. Conversations are ongoing with MDOT/SHA to complete a Planning & Environment Linkage Study to analyze the feasibility of relocating the bridge, location options, and initial environmental impacts. The completion of the PEL study will enable this project to be carried into the National Environmental Policy Act (NEPA) process. The PEL study would be adopted into

# Agenda For 2023 Legislative Session

the NEPA process, and the full scope of the project would then be determined. The Town is also seeking to be placed on Washington County's CTP and ultimately the Final CTP with the State. The project as currently designed will close one lane of traffic for nearly two years while construction takes place. This would devastate traffic patterns daily. It is widely understood, when accidents on Interstate 81 occur, traffic self-diverts to secondary passageways; in this case the Route 11 bridge. In the occurrence of a traffic accident on Interstate 81 and only one usable lane on this bridge, the Route 11 bridge would choke the town with vehicles. **REQUEST: \$1M to fund a Planning & Environmental Linkages Study to determine the feasibility, location, and potential environmental impacts of relocating the bridge.**

## Community Revitalization



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### Hagerstown Field House (Hagerstown)

An independent sports market feasibility study completed for the City of Hagerstown by Victus Advisors in June 2018 determined that there is significant demand in Hagerstown and the surrounding region for an indoor sports and turf facility. Eastern Sports Management (ESM) has been selected to be the operations management group for this project. The primary goal is to construct a facility with a minimum of two indoor artificial turf fields, as well as four hard court playing surfaces for basketball, volleyball, etc. on the site of the former Municipal Stadium. ESM and city staff are currently working on the development of a site plan, 35% complete building plans, legal agreements for construction and operations, and an economic impact study. **REQUEST: Support Hagerstown's effort to construct an indoor sports turf Sportsplex on the site of the former Municipal Stadium, including consideration of State bond financing to aid in delivering this project to our citizens. Amount of Funding Requested: \$17M.**



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### Tax Sale and Vacant Abandoned Properties Legislation (Hagerstown)

The city of Hagerstown has been actively engaged in reducing blight within their jurisdiction. Blight causes real tangible problems within a community. Large numbers of properties lost to foreclosure are not merely vacant, but often abandoned with additional unpaid taxes accruing. Unattended and unkept properties have been left to deteriorate from the forces of age and the environment and often misused as a haven for vandalism and unsafe behaviors. These "zombie properties" affect the neighborhoods surrounding them - attracting crime and pests, creating unsafe and unhealthy conditions, and downgrading values of nearby properties. Eight bills were submitted late last year by Senator Edwards to give municipalities more leverage in acquiring tax sale properties by removing the wait time on foreclosures and streamlining the acquisition process. If any of these measures are resubmitted and passed in 2023, they will provide local governments valuable tools to combat their fight on blighted properties in the community. **REQUEST: Pass Legislation to streamline the tax sale and acquisition process for vacant abandoned properties.**



# Agenda For 2023 Legislative Session

## Education



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### **Study to Assess Athletic Facilities at Hagerstown Community College (HCC)**

The athletic facilities at HCC have not been updated for decades and are in need of significant improvements. The Athletic Recreational Community Center (ARCC) was built in 1989 as a state-of-the-art, multi-use, athletic building and serves as the principal location for large community gatherings in Washington County. Shared by both Washington County Government and the College, the ARCC is in near constant use for college athletics, recreational programs, private ceremonies, public events, graduations, trade shows, and formal occasions. After thirty years of wear, the ARCC needs to be brought up to contemporary ADA standards, requires safety improvements as the county's designated emergency reunification center, and its design is no longer relevant to current athletic trends. The athletic fields also need upgraded. The baseball facilities are the same as they were when built in the 1960's, the soccer field is not regulation size, the track is in desperate need of resurfacing, none of the outdoor fields have ADA accessible bathrooms, and new sports programs like pickle ball courts are needed. Leadership both at HCC and Washington County believe that a professional assessment of the current college facilities and the upgrades required to support future use is in order. **Request: \$500k to study the scope of current use of all of HCC's athletic facilities, make recommendations for renovations, and determine what future potential is available to maximize the current land use to meet County athletic, recreational, and community needs; and to direct the Maryland Stadium Authority to commission this study and report its findings to the General Assembly.**



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### **Pittsburgh Institute of Aeronautics (PIA) Expansion (County)**

PIA Hagerstown is seeking support for the construction of a new 10,000 square foot facility that will provide additional workshop and instructional space to accommodate their growing program for Aviation Maintenance Technicians (AMT) in the region. This expansion to the existing PIA facility will allow for an enrollment increase of up to 20% or 100 additional technicians over 5 years. This will also allow PIA to offer more training flexibility and evening classes to accommodate more students seeking nontraditional training hours. The majority of students enrolled in the PIA-Hagerstown are Maryland residents. PIA is working hard to address the aviation industry workforce gaps by focusing on pipelines, proficiency, and partnerships to ensure that talent is available to fill a growing need for skilled professionals - leading to a stronger regional economy in Hagerstown and beyond. Funding secured to date for this \$2.2M project includes county funds, federal funds, and private funds (PIA) totaling approximately \$1.2M (55%) **REQUEST: \$1M of State Funding for expansion project.**

# Agenda For 2023 Legislative Session

## Tourism



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### **CVB's New Visitors Center (Antietam paper building) (CVB)**

A visitor welcome center provides visitors a location to access information on the area's attractions, lodgings, dining, shopping, entertainment, arts, and other items relevant to tourism. A very attractive site has emerged for a Washington County Visitor Welcome Center close to the new minor league baseball stadium and event center, new parking deck, and the Arts and Entertainment District, Cultural Trail, and City Park. This combination of attractions and amenities creates the perfect location to expose visitors to the County and the many great experiences available to them. Opportunities for visitor spending in this area are abundant with attractions, food and beverage, events, transportation, performances, and the arts. The design for the visitor welcome center would include the following amenities: tour bus parking area, dog walk, reception desk, information specialists, print material distribution, exhibit area, theater, restrooms, gift shop, and WIFI lounge. The center will also include an office suite and storage for the CVB staff. Architectural design funds for the project will soon be secured. **REQUEST: Capital Improvement Funds to construct a new Washington County, MD Visitors Welcome Center (Cost Estimate \$3.5M).**



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### **Boonsborough Museum of History Preservation Project (CVB)**

With the passing of Doug Bast in 2021, the Boonsborough Museum of History Board of Directors is now solely responsible for the preservation of Doug's famous artifacts collection and ensuring its continued accessibility to the public. The historic significance of the Bast collection should not be underestimated and includes extraordinary items amassed over 74 years including photographs, documents and objects from many of the area's oldest families, documents related to local slavery and John Brown, maps, land grants, deeds and depositions from our County's courts, ledgers related to the founding of the Hagerstown Bank, and the building of the historic National Road. This project will ensure these treasures are accessible to visitors and other preservation/education organizations. This transformation of the museum from a private collection into a wholly public institution will increase visitation to the museum with concomitant positive economic impacts to the surrounding bed and breakfasts, hotels, inns, restaurants, retail stores, and historic sites. The total cost of this initiative is \$1.4 million, and we are currently seeking support from 12 donors (corporate, private, foundation and state/county/local government). **Request: \$875,000 in State funding to assist with the project.**



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### **Doleman Black Heritage Museum (DBHM)**

The DBHM is the legacy of Charles and Margarett Doleman and was established as a living museum in their home-in 1974. It is now a 501 (c) 3, nonprofit organization established to further build upon the Doleman legacy of an estimated 4,500-piece artifacts collection that spans from pre-Civil War to post-Civil Rights. Two-thirds of the Doleman collection from the founder's home is temporarily being housed at public location at 33-35 W Washington Street through a lease agreement with the Washington County Commissioners. The DBHM is pursuing the construction of a new \$23M, 19,400 square foot facility at a site they own in the Jonathan Street community to serve as a permanent home for the collection. **REQUEST: \$1.1M in State funding assistance for continued schematic design (\$226,500) and design development (\$793,000).**



# Agenda For 2023 Legislative Session

## Health and Public Safety



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### **24-Hour Crisis Center** (Hagerstown)

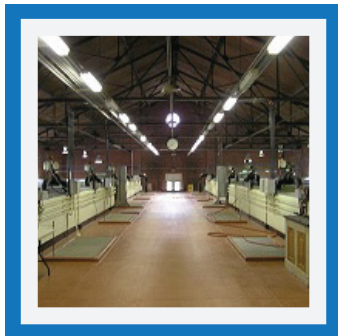
An integrated, modern 24-hour crisis center is a cost effective and efficient way to interrupt pathways to emergency rooms or incarceration for citizens struggling with a mental illness or addiction crisis. These centers provide timely, individualized, trauma-responsive services and supports to prevent escalation of unsafe behaviors and poor outcomes. In addition, an integrated system will help patients transition from crisis care to more comprehensive treatment provided by one of our local mental health or addiction treatment providers. With non-existent or inadequate crisis care, the “crisis system” has been unofficially handed over to law enforcement or our over-burdened emergency rooms. A comprehensive and integrated crisis center would be the first line of defense in preventing tragedies of public and patient safety, the loss of lives, and the waste of limited community resources. Our mental health and addiction agencies are currently working to identify a suitable location and action plan for a facility in our community that will not conflict residential areas or current efforts to revitalize our downtown. **REQUEST: State Funding for a new 24-hour Crisis Center (amount TBD).**



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### **Public Safety Training Building: Apparatus operator and defensive driving track** (County)

The Public Safety Training Center is a proposed multi-phase project utilized by police, fire, and emergency services personnel serving in and around Washington County. Phase 1 construction of the Public Safety Training Center building is now complete and planning for Phase 2 is underway. Part of Phase 2 includes the construction of a defensive driving track and apparatus operator area that will provide the knowledge and skills needed to operate and maneuver emergency service apparatus and all fixed systems and equipment used under a variety of conditions. This feature will provide much needed local training to a large number of police, fire, and emergency service personnel serving in and around Washington County, as well as providing training for new recruits planning to enter the field. **Request: \$2.25M to build an apparatus operator and defensive driving track at our Public Safety Training Center.**



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### **Water and Wastewater Infrastructure Study** (Hagerstown)

Hagerstown and Washington County continue to grow and develop as population migrates from urban areas east of us such as Frederick and Montgomery counties. In addition, we are seeing robust new commercial and industrial investment throughout the County. In order to be prepared for future residential and commercial growth, we need to take a comprehensive look at our overall water distribution and wastewater systems to better understand our short and long-term infrastructure needs over the next 30 years, the costs associated with these upgrades, as well as any new water allocation requirements from the State. **Request: State financial support to fund a 30-year water and wastewater infrastructure study (estimated at \$1M).**

# Agenda For 2023 Legislative Session

## 2023 Watch List

Monitor any legislation or policy changes that impact Washington County

- **MD Commuter Train Study** – Track feasibility study that includes service to Washington County
- **MD Great Outdoors Act** – Track to see that \$3M Grant Pool stays funded
- **Gaming revenue protection**
- **Shifting of liabilities from state to localities**
- **USMH operational funding** - Advocate for sufficient funding to successfully operate and grow USMH.
- **Highway User Revenue protection and restoration**
- **Legislation impacting water system usage, rate structures, fee collection, disconnection, etc.** (Track and legislative or policy impacts of Federal “Water Affordability Act”)
- **State funding of K-12 education – MD Blueprint for Education**
- **Revisions to the Tourism Promotion Act of 2008** (Senate Bill 458) - Increase the grant pool from its original \$2.5M to \$10M – statewide DMO bill
- **Cannabis Administration and Opportunity Act** – Track impact in Washington County
- **“America 250” Planning/Funding** (Nation’s 250th Anniversary in 2026) – Inclusion of Washington County as part of Maryland’s destination locations and events plan





# WASHINGTON COUNTY COMMUNITY COALITION

*WITH LEADERSHIP WASHINGTON COUNTY*

Cordially invites the  
Maryland General Assembly Members  
to a Legislative Reception at the  
**Governor Calvert House**  
**Wednesday, January 25, 2023**  
**4:30 - 6:30 pm**

*Hors d'oeuvres ★ Open Bar ★ Local Wines/Craft Beers/Cheeses ★ Vendors*

**RSVP to**  
**[jfavazza@maniscanning.com](mailto:jfavazza@maniscanning.com):**

*For more information please contact:*

★ Paul Frey: 301-514-5738 ★ Jim Kercheval: 301-992-7515 ★ John Favazza: 410-263-7882

## WASHINGTON COUNTY COMMUNITY COALITION MEMBERS

- ★ Washington County Government
- ★ City of Hagerstown
- ★ Hagerstown Community College
- ★ Friends of the Washington County Free Library
- ★ Visit Hagerstown (Local Convention & Visitors Bureau)
- ★ CHIEF (Hagerstown/Washington County Industrial Foundation)
- ★ Washington County Chamber of Commerce
- ★ Town of Williamsport
- ★ The Greater Hagerstown Committee

### **Reception Sponsor:**

*Washington County  
Homebuilders Associations  
The Washington County  
Community Foundation*

**Free**

***Maryland Flag Umbrella  
to the first 100  
General Assembly Members!***



**Transportation:**

- **I-81: (County)**
  - **REQUEST:** Start construction on Phase 2 within the next fiscal year, allocate planning/engineering funding in the next CTP for the final phase to complete the widening to the Pennsylvania line, and plan for construction funding for the remainder of the project.
  - **RESULT:** \$100M was added to the state's draft Consolidated Transportation Plan (CTP) by Gov. Hogan in December. We were able to keep this new money in the CTP plan that was ultimately approved by General Assembly and supported by Gov. Moore.
- **I-70/MD-65 Interchange improvements (County & Hagerstown)**
  - **REQUEST:** State begin the design stage, and program construction funding for improvements into MDOT's Consolidated Transportation Plan.
  - **RESULT:** No new construction money added to MD CTP
- **Rt 11 Bridge Relocation/Replacement (Town of Williamsport)**
  - **REQUEST:** \$1 million to fund a Planning & Environmental Linkages Study to determine the feasibility, location, and potential environmental impacts of relocating the bridge.
  - **RESULT:** Worked \$1M of funding for PELL Study into the State's CTP from the State Highway Administration budget

**Community Revitalization:**

- **Hagerstown Field House (Hagerstown)**
  - **REQUEST:** Support Hagerstown's effort to construct an indoor sports turf Sportsplex on the site of the former Municipal Stadium, including consideration of State bond financing to aid in delivering this project to our citizens. Amount of Funding Requested: \$17,000,000.
  - **RESULT:** \$2M of funding originally preauthorized in 2021 remained in capital budget and an additional \$1M was added in 2023 (Total \$3M)
- **Tax Sale and Vacant Abandoned Properties Legislation (Hagerstown)**
  - **REQUEST:** Pass Legislation to streamline the tax sale and acquisition process for vacant abandoned properties.
  - **RESULT:** The bill package related to tax sales and vacant abandoned properties partially passed. HB 779 Tax Sales – Revisions, sponsored by Delegates Buckel, Grossman, and Hinebaugh, has passed and awaits approval by the Governor. The Senate cross-over bill, sponsored by Senators Corderman, McKay, and Rosapepe, has passed as well. House Bill 780 Tax Sales – Property Maintenance and Nuisance Condition Violation Judgments and Foreclosure Proceedings, and its cross-file SB 563, did not pass.

**Education:**

- **Study to Assess Athletic Facilities at Hagerstown Community College (HCC)**
  - **Request:** \$500,000 to study the scope of use of all of HCC's athletic facilities, make recommendations for renovations, and determine what future potential is available to maximize the current land use to meet County athletic, recreational, and community needs. Direct the Maryland Stadium Authority to commission this study and report its findings
  - **RESULT:** The Washington County Athletic Recreational Community Center ARCC and Athletic Fields – MSA Study - \$125,000 from the Legislative Bond Initiative Program (formerly bond bills) was funded by the House and Senate
- **Pittsburg Institute of Aeronautics (PIA) Expansion (County)**
  - **REQUEST:** \$1M of State Funding for expansion project
  - **RESULT:** No new State money was provided

## **Health and Public Safety**

- **Public Safety Training Building: Apparatus operator and defensive driving track (County)**
  - **Request:** \$2.25M to build an apparatus operator and defensive driving track
  - **RESULT:** \$2,250,000 included in original Capital Budget
- **24-Hour Crisis Center (Hagerstown)**
  - **REQUEST:** State Funding for a new 24-hour Crisis Center (amount TBD)
  - **RESULT:** No Information provided on this
- **Water and Wastewater Infrastructure Study (Hagerstown)**
  - **Request:** State financial support to fund a 30-year water and wastewater infrastructure study (estimated at \$1M)
  - **RESULT:** No new State money was provided

## **Tourism:**

- **CVB's New Visitors Center (Antietam paper building) (CVB)**
  - **REQUEST:** Capital Improvement Funds to construct a new Washington County, MD Visitor Welcome Center (Cost Estimate \$3.5 mil)
  - **RESULT:** No State money was provided
- **Douglas G. Bast Museum of History Preservation Project – (CVB)**
  - **Request:** \$875,000 in State funding to assist with the project
  - **RESULT:** \$200,000 from the Legislative Bond Initiative Program (formerly bond bills) was funded by the House and Senate
- **Doleman Black Heritage Museum (DBHM) – (City/County)**
  - **REQUEST:** \$1,019,500 in State funding assistance for continued schematic design (\$226,500) and design development (\$793,000)
  - **RESULT:** No State money was provided during session. A couple members of the delegation are working to set up a meeting with DBHM and Secretary of DHCD Jake Day

## **FYI - Other Local Projects Funded That Were NOT Part of the Coalition's Agenda:**

*(Initiated by other groups and/or delegation members)*

### **CAPITAL BUDGET ITEMS:**

- Washington Co, Museum of Fine Arts – \$1,250,000 (plus pre-authorized \$1.5M for FY'25)
- Town of Boonsboro – Drinking Water and Wastewater Infrastructure - \$1,000,000
- Chase Six Boulevard (Smithsburg) – Campus Avenue Realignment and Intersection - \$500,000
- Korean War Veterans Museum - \$25,000
- Springfield Farm Manor House (Williamsport) - \$320,000
- Robert W. Johnson Community Center - \$2,500,000 (Sen. Benson)
- Hagerstown School Renovation - \$750,000

### **MISCELLANEOUS ITEMS FROM BOND BILLS:**

- Meritus School of Osteopathic Medicine - \$1,500,000
- Hancock Downtown Beautification - \$100,000
- Interfaith Service Coalition – Property Upgrades - \$45,000
- North High 400m Running Track – Practice Track - \$50,000

### **OTHER:**

- HCC's Advanced Training Center - \$294,000 (from Community College Construction Grant Program)
- 2022 MSA stadium legislation – Amended to allow MSA to access \$20M more as needed for cost increases in our downtown Hagerstown stadium

## **2023 Watch List:**

*Monitor any legislation or policy changes that impact Washington County*

- **MD Commuter Train Study** – *Track feasibility study that includes service to Washington County*
  - *No new changes following passage from last year. Study ongoing*
- **MD Great Outdoors Act** – *Track to see that \$3M Grant Pool stayed funded*
  - *No new changes following passage from last year (\$160M remains in full program)*
- **Gaming revenue protection**
  - *No legislation affecting gaming*
- **Shifting of liabilities from state to localities**
  - *TBD – but no major shifts noted*
- **USMH operational funding** – *Advocate for sufficient funds to successfully operate and grow USMH.*
  - *Univ of Maryland system received expected amount of funding*
- **Highway User Revenue protection and restoration**
  - *No new changes*
- **Legislation impacting water system usage, rate structures, fee collection, disconnection, etc.**  
*(Track and legislative or policy impacts of Federal “Water Affordability Act”)*
  - *TBD*
- **State funding of K-12 education – MD Blueprint for Education**
  - *Full Funding passed*
- **Revisions to the Tourism Promotion Act of 2008** (Senate Bill 458) – *Increase the grant pool from its original \$2.5M to \$10M – statewide DMO bill*
  - *No State money was provided during session (Senate supported some increase, but didn't pass in the House)*
- **Cannabis Administration and Opportunity Act** – *Track impact in Washington County*
  - *Impacts still TBD – but no major concerns noted*
- **“America 250” Planning/Funding** (Nation’s 250<sup>th</sup> Anniversary in 2026) – *Inclusion of Washington County as part of Maryland’s destination locations and events plan*
  - *TBD*

### **Misc. Items.**

- Work to secure visits from new key Maryland Committees (House Appropriations, Senate Budget & Tax, etc.) as well as New Governor’s Administration.
  - *Still TBD - but some positive communications took place at Day in Annapolis and throughout session*

***THANKS TO ALL OF OUR PARTNERS, OUR STATE DELEGATION, AND LOBBYISTS FOR THEIR HARD WORK AND SUPPORT***

## **SAVE THE DATE:**

**2024 Day in Annapolis**

**Wednesday, January 31, 2024**

*(Coalition travels to Annapolis to meet with General Assembly officials)*

**and**

**Washington County Legislative Reception**

4:30pm – 6:30pm at The Calvert House, Annapolis, MD



## Washington County Community Coalition Draft Legislative Agenda

### Proposed Items for Consideration:

*Note: Below are the results of all items being considered for the WCCC 2024 agenda. Our lobbyist is reviewing the list and will provide his feedback. The partners still need to prioritize these items and reduce the agenda to a workable size based on the state projections for budget shortfalls and limited capital funds for new projects. It will be difficult to get more than 1 or 2 projects funded this year – so our lobbyist recommended limiting your capital project requests. Please discuss your group's priorities on this list and any new items we should consider before the next meeting. Our next meeting to discuss final priorities will be on October 11<sup>th</sup> where we hope to approve our agenda for 2024. Each partner must send a representative to take part in these final discussions (or send your feedback to GHC ahead of time). Only contributing partners will have a vote in crafting the final agenda.*

RANK	PARTNER	AGENDA ITEM	COMMENTS
<b>Transportation</b>			
1	County	I-81 – Phase 2 Construction and Phase 3 Design	<i>Construct Phase 2 in a timely manner and add \$10M to next year's MD CTP for design and engineering of the remaining phases to the PA Line. Identify construction funds for final phases. Scott Hobbs will update blue sheet.</i>
2	County	I-70 at MD 65 Interchange	<i>Similar request as in past years. Scott Hobbs will update blue sheet.</i>
	Williamsport	Rt 11 Bridge Relocation/Replacement	<i>Reported that the team is currently awaiting the completion of the Preliminary Environmental Report (PEL) from the State Highway Administration (SHA). Upon receipt of the PEL Study, the team will adjust and modify their one-pager to incorporate the information and recommendations. Need to consider timing and specific ask for 2023 due to the cost and time it will take to do a full feasibility and environmental (NEPA) study (3-5 years) as well as engineering/design.</i>
<b>Community Revitalization</b>			
1	City	Hagerstown Field House (Indoor Facility)	<i>City officials noted it was their top project with a \$17M request – the same as last year. Total estimated cost \$24.7M</i>
1	City	Tax Sale and Vacant Abandoned Properties legislation (one bill)	<i>2023 House Bill 780 Tax Sales – Property Maintenance and Nuisance Condition Violation Judgments and Foreclosure Proceedings, and its cross-file SB 563, did not pass. Possibly re-introduce this year</i>
	Williamsport	Springfield Manor	<i>Requesting financial support for the Springfield Manor project. This endeavor involves a multi-phase approach, which includes acquisition, rehabilitation, and subsequent marketing of Springfield Manor for educational purposes.</i>
	County	Doleman Black Heritage Museum	<i>Request (similar to last year): \$1,019,500 in State funding assistance for continued schematic design (\$226,500) and design development (\$793,000)</i>
<b>Health/Public Safety</b>			
1	Chamber and GHC and City	Long Term Water and Wastewater Infrastructure Needs Study	<i>Request for long-term study looking at overall distribution of water in city and county to better understand entire system infrastructure needs over the next 30 years and necessary upgrades that will be required to handle new growth. There are some immediate upgrades that can be done at the RC water plant and City will send out a blue sheet.</i>
RANK	PARTNER	AGENDA ITEM	COMMENTS
<b>Health/Public Safety (cont.)</b>			
	County	Public Safety Training Building: Phase 2	<i>County is committed to further develop the project by focusing on several key aspects, including the expansion of the tactical village, the addition of new training structures, and the construction of a high bay building designed for indoor elevated training and equipment storage.</i>
<b>Tourism</b>			
1	CVB	CVB's New Visitors Center (Antietam paper building)	<i>Noted as CVB's top and only priority. CVB provided details about the Visitor Welcome Center budget. The architect's estimate is \$3,753,860.</i>

			<i>Starting Request: \$3,750,000 but pending grant applications may lower final request if awarded. Note: ARC grant money approved for design in 2022 (\$500K) was lost as it could not be used before grant deadline as the project could not proceed until construction funds are identified.</i>
<b>Education</b>			
1	WCFL	New Williamsport Library	<i>WCFL is currently waiting on various items related to landowner and rezoning matters for the Williamsport property and do not anticipate adding this project as an agenda item in 2024 due to shovel readiness. But they plan to bring this item back to the table in 2025.</i>

#### Notes:

- *“Rank” is tentative and was provided by the Coalition Partner representative whose entity suggested this specific agenda item. We have a ranking for each partner’s “capital” item under each category as well as a separate ranking for their “policy/legislative” items. Rank reflects their ranking compared to the other items that this partner submitted. It is not a ranking compared to all the items on the list. Rankings will not be reflected in our 2024 Legislator booklet – they are only for internal use as we go through our agenda setting process and for our lobbyist to better understand our overall agenda.*
- **Highlighted Agenda Items:**
  - **Green** – reflects items that were unanimously accepted to be on this list (to occur at next meeting)
  - **Yellow** – reflects items that more information was needed and may be on the final list. Our “rules of the road” approved by the partners requires all agenda items have a specific state ask. Some partners are still working to get the information needed which may reflect a yellow status
  - **Red** – reflects items that were chosen not to be on the 2024 list at this time – but could be agenda items in future years
- *Partner submitting the item has been assigned to do a Blue Sheet with detailed information, state ask, and graphics*

#### 2023 Watch List:

*Monitor any legislation or policy changes that impact Washington County*

- 2008 Tourism Promotion Act (State DMO’s proposing increase in annual allocation)
- Community College Formula Funding – *monitor effects on HCC’s funding*
- State libraries request to increase annual capital funding for libraries and state resource center funding
- Gaming revenue protection
- Shifting of liabilities from state to localities
- USMH operational funding - Advocate for sufficient funding to successfully operate and grow USMH.
- Commission Transportation Revenue & Infrastructure impacts on our county
- Highway User Revenue restoration
- Route 11 Potomac River Bridge Deterioration
- State funding of K-12 education – MD Blueprint for Education – *monitor effects on our County*
- Changes in annexation or tax differential laws between counties and municipalities

#### Misc. Items.

- Work to secure visits from new key Maryland Committees (House Appropriations, Senate Budget & Tax, etc.) as well as New Governor’s Administration.

#### Wednesday, January 31, 2024 – Day in Annapolis

- Lunch with Western MD Delegation (11:30am – 1:00pm)
- Large Group Meetings with State VIP’s (1:00pm – 4:00pm)
- Washington Co. Reception (4:30 - 6:30pm)



## Agenda Report Form

### Open Session Item

**SUBJECT:** Character Counts! Funding Request and October 2023 Proclamation

**PRESENTATION DATE:** October 10, 2023

**PRESENTATION BY:** Carolyn Brooks, Director, Character Counts!

**RECOMMENDED MOTION:** Move to approve \$3,000 in funding for direct expenses associated with the year-end event (Elementary Youth Celebration) from the Commissioners Contingency Fund.

### **PROCLAMATION:**

**WHEREAS**, young people will be the stewards of our communities, nation and world in critical times, and the present and future well-being of our society requires an involved, caring citizenry with good character, and;

**WHEREAS**, concerns about the character training of children has taken on a new sense of urgency as violence by and against youth threatens the physical and psychological well-being of the nation, and;

**WHEREAS**, more than ever, children need strong constructive guidance from their families and their communities, including schools, youth organizations, religious institutions and civic groups, and;

**WHEREAS**, the character of a nation is only as strong as the character of its individual citizens, and the community benefits when young people learn that good character counts in personal relationships, in schools and in the workplace, and;

**WHEREAS** character development is first and foremost, an obligation of families, through efforts by faith communities, schools, and youth, civic and human service organizations also play an important role in supporting family efforts by fostering and promoting good character. Every adult has the responsibility to promote the development of good character.

**NOW THEREFORE**, we the Board of County Commissioners of Washington County, Maryland, do hereby recognize October 2023 as “CHARACTER COUNTS! Month” and encourage our citizens, schools, business and government to support Washington County’s “CHARACTER COUNTS!” program.





## Agenda Report Form

### Open Session Item

**SUBJECT:** Optional 3rd Early Voting Center for Washington County

**PRESENTATION DATE:** October 10, 2023

**PRESENTATION BY:** Barry Jackson, Director, Washington County Board of Elections.

**RECOMMENDED MOTION:** Approval of Boonsboro American Legion as third Early Voting center in Washington County.

#### **REPORT-IN-BRIEF:**

Election Law §10.301.1(b) requires that counties with 50,000 but fewer than 100,000 voters provide two (2) Early Voting centers. The law also allows local boards of elections (LBE) to select one additional Early Voting Center, with the approval of the local governing body and the State Board of Elections (SBE). At its September 19<sup>th</sup> 2023 special meeting, the Washington County Board of Elections selected the Washington County Election Center as Early Voting Center 1 and the Hancock Town Hall as Early Voting Center 2. At that same meeting, they selected, as an optional third site, the Boonsboro American Legion, pending approval from the County Commissioners and SBE.

#### **DISCUSSION:**

On Tuesday, September 12, 2023, the Board of Elections received public comments regarding the possible locations of Early Voting sites for the 2024 election and beyond. There were five (5) sites being considered:

1. Washington County Election Center, 17718 Virginia Avenue, Hagerstown, MD 21740
2. Washington County Free Library - Fletcher Branch, 100 S. Potomac Street, Hagerstown, MD 21740
3. Boonsboro American Legion, 710 N. Main Street, Boonsboro, MD 21713
4. Community Volunteer Fire Company of District 12, 18002 Tilghmanton Road, Fairplay, MD 21733
5. Hancock Town Hall, 126 W. High Street, Hancock, MD 21750

On Monday, September 18, 2023, SBE notified the Washington County Board of Elections that their active voter registration was 99,396, and Washington County would be required to have two (2) Early Voting sites.

At its Tuesday, September 19, 2023 special meeting, The Board of Elections selected the following as its two Early Voting sites:

1. Washington County Election Center, 17718 Virginia Avenue, Hagerstown, MD 21740
2. Hancock Town Hall, 126 W. High Street, Hancock, MD 21750

Also at that meeting, the Board of Elections selected the Boonsboro American Legion as an optional third Early Voting site, pending approval by the Washington County Commissioners and SBE.

The Board of Elections determined that these three sites best satisfy the requirements and considerations of COMAR 33.17.02.02.A and COMAR 33.17.02.02.B.

**FISCAL IMPACT:**

No fiscal impact. The optional third Early Voting site, estimated at a total cost of \$50,000, was already included in the approved FY24 budget.

**CONCURRENCES:**

**ALTERNATIVES:**

**ATTACHMENTS:**

Election Law – Early Voting  
COMAR – Early Voting  
SBE Determination of Early Voting Centers  
Early Voting Site Ten Mile Radius Map

**AUDIO/VISUAL NEEDS:**

## **Article - Election Law**

§2-102.

(a) The State Board shall manage and supervise elections in the State and ensure compliance with the requirements of this article and any applicable federal law by all persons involved in the elections process.

(b) In exercising its authority under this article and in order to ensure compliance with this article and with any requirements of federal law, the State Board shall:

(1) supervise the conduct of elections in the State;- 17 -

(2) direct, support, monitor, and evaluate the activities of each local board;

(3) have a staff sufficient to perform its functions;

(4) adopt regulations to implement its powers and duties;

(5) receive, or in its discretion audit, campaign finance reports, account books and records kept under § 13-221 of this article, independent expenditure reports filed and records kept under § 13-306 of this article, electioneering communication reports filed and records kept under § 13-307 of this article, and statements filed and records kept under § 14-105 of this article;

(6) appoint a State Administrator in accordance with § 2-103 of this subtitle;

(7) maximize the use of technology in election administration, including the development of a plan for a comprehensive computerized elections management system;

(8) canvass and certify the results of elections as prescribed by law;

(9) make available to the general public, in a timely and efficient manner, information on the electoral process, including a publication that includes the text of this article, relevant portions of the Maryland Constitution, and



information gathered and maintained regarding elections;

(10) subject to § 2–106 of this subtitle and § 13–341 of this article,

receive, maintain, and serve as a depository for elections documents, materials, records, statistics, reports, certificates, proclamations, and other information prescribed by law or regulation;

(11) prescribe all forms required under this article; and

(12) serve as the official designated office in accordance with the Uniformed and Overseas Citizens Absentee Voting Act for providing information regarding voter registration and absentee ballot procedures for absent uniformed services voters and overseas voters with respect to elections for federal office.

§2–202.

(a) Except for the City of Baltimore, the provisions of this section do not apply to a municipal corporation in the State in which the municipal or charter elections are regulated by the public local laws of the State or the charter of the municipal corporation.

(b) Each local board, in accordance with the provisions of this article and regulations adopted by the State Board, shall:

(1) oversee the conduct of all elections held in its county and ensure that the elections process is conducted in an open, convenient, and impartial manner;

(2) pursuant to the State Personnel and Pensions Article, or its county merit system, whichever is applicable, appoint an election director to manage the operations and supervise the staff of the local board;

(3) maintain an office and be open for business as provided in this article, and, subject to § 9–106 of this article, provide the supplies and equipment necessary for the proper and efficient conduct of voter registration and election, including:

- (i) supplies and equipment required by the State Board; and
- (ii) office and polling place equipment expenses;
- (4) adopt any regulation it considers necessary to perform its duties under this article, which regulation shall become effective when it is filed with and approved by the State Board;
- (5) serve as the local board of canvassers and certify the results of each election conducted by the local board;
- (6) establish and alter the boundaries and number of precincts in accordance with § 2–303 of this title, and provide a suitable polling place for each precinct, and assign voters to precincts;
- (7) provide to the general public timely information and notice, by publication or mail, concerning voter registration and elections;
- (8) make determinations and hear and decide challenges and appeals as provided by law;
- (9) (i) aid in the prosecution of an offense under this article; and
- (ii) when the board finds there is probable cause to believe an offense has been committed, refer the matter to the appropriate prosecutorial authority;
- (10) maintain and dispose of its records in accordance with the plan adopted by the State Board under § 2–106 of this title; and
- (11) administer voter registration and absentee voting for nursing homes and assisted living facilities in accordance with procedures established by the State Administrator, subject to the approval of the State Board.

§10–301.1.

(a) Except as provided under Title 9, Subtitle 3 of this article, during any regularly scheduled primary or general election a voter may vote:

- (1) in the voter's assigned precinct on election day; or

(2) at an early voting center in the voter's county of residence on any early voting day in accordance with this section.

(b) (1) Each county shall have at least one early voting center established in the county as prescribed in this subsection.

(2) A county with fewer than 50,000 registered voters shall have one early voting center established in the county.

(3) A county with at least 50,000 registered voters but fewer than 100,000 registered voters shall have two early voting centers established in the county.

(4) A county with at least 100,000 registered voters but fewer than 200,000 registered voters shall have three early voting centers established in the county.

(5) A county with at least 200,000 registered voters but fewer than 300,000 registered voters shall have five early voting centers established in the county.

(6) A county with at least 300,000 registered voters but fewer than 400,000 registered voters shall have seven early voting centers established in the county.

(7) A county with at least 400,000 registered voters but fewer than 500,000 registered voters shall have nine early voting centers established in the county.

(8) A county with at least 500,000 registered voters but fewer than 600,000 registered voters shall have 11 early voting centers established in the county.

(9) A county with at least 600,000 registered voters shall have 13 early voting centers established in the county.

(10) In addition to the early voting centers required in this subsection, each county may establish one additional early voting center if:

(i) first, the local board and the governing body of the county

agree to establish an additional early voting center; and

(ii) then, the State Board approves the establishment of the additional early voting center.

(c) (1) No later than 6 months before a primary election, the local board in each county shall, subject to the approval of the State Board, designate each early voting center in that county.

(2) A local board shall take into account the following factors when determining the location of an early voting center:

(i) accessibility of the early voting center to historically disenfranchised communities, including cultural groups, ethnic groups, and minority groups;

(ii) proximity of the early voting center to dense concentrations of voters;

(iii) accessibility of the early voting center by public transportation;

(iv) ensuring equitable distribution of early voting centers throughout the county; and

(v) maximizing voter participation, including through the use of community centers and public gathering places as locations for early voting centers.

(d) Each early voting center shall be open for voting as follows:

(1) beginning the second Thursday before a primary or general election through the Thursday before the election; and

(2) during the hours between 7 a.m. and 8 p.m. each early voting day.

(e) Each early voting center shall satisfy the requirements of § 10–101 of this title.

(f) Beginning 30 days prior to each early voting period the State Board and each local board shall undertake steps to inform the public about early voting and the



location of early voting centers in each county, including:

- (1) a series of public service media announcements;
  - (2) mailings to all registered voters in each county; and
  - (3) other measures as appropriate.
- (g) Except as expressly provided in this section, any provision of this article that applies to voting on election day also applies to early voting.
- (h) The State Board shall adopt regulations and guidelines in accordance with the requirements of this section for the conduct of early voting.

§10–101.

- (a) (1) Each local board shall designate a polling place that meets the requirements of this subsection for each precinct in the county as established by the local board in accordance with Title 2 of this article.
- (2) Each polling place shall:
- (i) provide an environment that is suitable to the proper conduct of an election;
  - (ii) be located as conveniently as practicable for the majority of registered voters assigned to that polling place;
  - (iii) except as authorized in paragraph (4) of this subsection, be in a public building;
  - (iv) be in the precinct that it serves unless no suitable location for a polling place can be found within that precinct, in which case the board may establish the polling place in an adjacent precinct; and
  - (v) whenever practicable, be selected and arranged to avoid architectural and other barriers that impede access or voting by elderly and physically disabled voters.
- (3) (i) The public official responsible for the use of any public building requested by a local board for a polling place shall make available to the

local board, without charge, the space that is needed in the building for the proper conduct of an election.

(ii) Light, heat, and custodial and janitorial services for the space shall be provided to the local board without charge.

(iii) 1. Subject to subsubparagraph 2 of this subparagraph, electioneering shall be allowed on the premises of the public building up to the electioneering boundary established under § 16–206(b) of this article.

2. Campaign signs shall be allowed on the premises of the public building, at a minimum, from:

A. 5 p.m. the day immediately preceding election day until 8 a.m. on the day immediately following election day; and

B. 5 p.m. the day before an early voting period begins under § 10–301.1 of this title until 8 a.m. the day after the early voting period ends.

(4) (i) If suitable space in a public building is not available, a local board may pay a reasonable fee for the use of space in a privately owned building.

(ii) A polling place may not be located in a privately owned building unless the owner of the building agrees to:

1. allow electioneering on the premises up to the electioneering boundary established under § 16–206(b) of this article; and

2. allow campaign signs on the premises, at a minimum, from:

A. 5 p.m. the day immediately preceding election day until 8 a.m. on the day immediately following election day; and

B. 5 p.m. the day before an early voting period begins under § 10–301.1 of this title until 8 a.m. the day after the early voting period ends.

(5) If a polling place is located in a building owned or leased by a volunteer fire company or rescue squad, the volunteer fire company or rescue squad may require the local board to pay for the use of the space that is needed in the

building for the proper conduct of any election.

(b) (1) (i) In Baltimore City, public buildings shall be used for polling places to the greatest extent feasible.

(ii) For rental of privately owned polling places in Baltimore City, the local board shall pay an amount as determined in the ordinance of estimates, provided that the amount is uniform on a citywide basis.

(2) In Charles County, the local board may use private firehouses, private halls, and other buildings for polling places.

(3) In Montgomery County, the County Board of Education shall make available the space and custodial service as needed for the proper conduct of elections upon application by the local board.

(c) (1) The State Board shall adopt regulations governing the use of a building or part of a building that is owned, occupied, or partially occupied by an establishment that holds an alcoholic beverages license as a polling place.

(2) The regulations adopted under paragraph (1) of this subsection shall require a local board to prioritize the placement of polling locations in buildings that are not owned, occupied, or partially occupied by an establishment that holds an alcoholic beverages license.

**Title 33**  
**STATE BOARD OF ELECTIONS**  
**Subtitle 17 EARLY VOTING**

33.17.02 Early Voting Center

Authority: Election Law Article, §§2-102(b)(4), 2-202(b), and 10-301.1, Annotated Code of Maryland

**.02 Selecting Early Voting Centers.**

A. Considerations for Early Voting Centers. A local board shall consider the following factors when determining the location of an early voting center:

- (1) Accessibility of the early voting center to historically disenfranchised communities, including cultural groups, ethnic groups, and minority groups;
- (2) Proximity of the early voting center to dense concentrations of voters such that:
  - (a) If a county [has] is required by Regulation .01 of this chapter to have one or two early voting centers, 50 percent of the registered voters in the county live within 10 miles of one of the proposed early voting center; or
  - (b) If a county [has] is required by Regulation .01 of this chapter to have three or more early voting centers, 80 percent of the registered voters live within 5 miles of one of the early voting centers;
- (3) Accessibility of the early voting center by public transportation;
- (4) Ensuring equitable distribution of early voting centers throughout the county;
- (5) Maximizing voter participation, including through the use of community centers and public gathering places as locations for early voting centers;
- (6) Whether the early voting center can accommodate long lines of voters, including taking into consideration how voters waiting in line are protected against inclement weather; and
- (7) Whether the early voting center has parking facilities sufficient for early voting, taking into consideration the normal business activities of the proposed early voting center.

B. Requirements for Early Voting Centers. A local board shall propose early voting center locations that:

- (1) Allow a local board to install the required telecommunication needs;
- (2) Are of sufficient size and layout to conduct early voting, including adequate access to electricity;
- (3) Are accessible or can be made accessible for voters with disabilities;
- (4) Can store voting equipment and supplies in a secure location during non-early voting hours;
- (5) Have sufficient and reliable heating and air-conditioning capabilities; and



(6) Can accommodate a no electioneering zone as required by Election Law Article, §16-206, Annotated Code of Maryland, exit polling as required by COMAR 33.07.08, and electioneering outside of the no-electioneering zone.

C. Form for Proposed Early Voting Center.

(1) The State Board shall:

(a) Prescribe a form for a local board to use to provide information about a proposed early voting center; and

(b) Provide each local board with the form at least 1 year before a primary election.

(2) Form Submission for Early Voting Center.

(a) At least 7 months before a primary election, a local board shall submit a form for each proposed early voting center.

(b) If a local board is required to have more than one early voting center, the local board shall:

(i) Complete a form for each proposed early voting center; and

(ii) Submit the forms for each proposed early voting centers at the same time.

D. Contents of Form. The form shall include questions related to whether the proposed early voting center meets the considerations and requirements defined in §§A and B of this Regulation.

E. Additional Information. For each proposed early voting center, a local board shall submit with the form required in §[A] C of this [regulation] Regulation:

(1) A diagram of the facility, including the proposed layout of the voting equipment and electrical and telecommunications connections in the voting area and the proposed locations of the election judges;

(2) The State of Maryland's Accessibility Survey form[; and]

(3) Digital photographs of the outside of and entrance to the proposed early voting center[.]; and

(4) The security plan required by Regulation .04 of this chapter.

F. Inability to Identify Proposed Early Voting Center. If the proposed early voting center does not meet all of the criteria listed on the form required in §[A] C of this [regulation] Regulation, a local board shall provide on the form:

(1) A list of other facilities that were considered, and why those facilities are not being proposed as early voting centers; and

(2) A description of the factors that mitigate the fact that the proposed early voting center does not meet all of the criteria listed on the form required in §[A] C of this [regulation] Regulation.

G. Use of Local Board Office. If a local board proposes to use the offices of the local board as an early voting center, the local board shall:

(1) Have a clearly marked space for early voting that is distinct and separate from absentee voting that occurs at the office; and

(2) Post signs and include in all election-specific materials the business hours of the local board and the early voting hours.

#### H. Approval of Early Voting Centers.

(1) Upon receipt of a form for a proposed early voting center, the State Administrator shall review and make a recommendation to the State Board as to whether to accept or reject the proposed early voting center.

(2) The State Board shall:

(a) Vote on a local board's proposed early voting center within 30 days of receipt of the form required in §[A]C of this [regulation] Regulation;

(b) Give deference to a proposed early voting center for which a local board [can make the acknowledgments]

considered the factors required in §A of this Regulation and the requirements [required in] of §B of this [regulation]Regulation; and

(c) Within 2 days after its vote on a proposed early voting center, notify the local board of this outcome of the State Board's vote.

(3) Upon approval by the State Board, a local board shall include in its disaster recovery plan the name, address, and contact information for the early voting center.

#### I. Alternate Early Voting Centers.

(1) A local board shall identify an alternate early voting center for use if an approved early voting center becomes unavailable.

(2) A local board shall give preference to the offices of the local board or a government facility when considering the location of an alternate early voting center.

(3) A local board shall identify:

(a) One alternate early voting center if the local board is required to establish one, two, or three early voting

centers; or

(b) Two alternate early voting centers if the local board is required to establish [five] four or more early voting

centers.

(4) A local board shall:

(a) At least 3 months before a primary election, complete and submit to the State Administrator the form

required by §[A] C of this [regulation] Regulation for each proposed alternate early voting center; and

(b) Upon approval by the State Administrator of the alternate early voting center:

(i) Submit the form to the appropriate local government agencies; and

(ii) Include in its disaster recovery plan the name, address, and contact information for each alternate early voting center, a plan for notifying the public if the alternate center is needed, and a plan for transitioning operations to an alternate center.

### **.03 Agreement for Early Voting Center.**

A. Agreement Required. A local board shall enter into a legally binding agreement with an authorized representative of the facility where early voting will be conducted.

B. Required Provisions. The agreement shall contain the following provisions:

(1) The dates and times when a local board requires access to the facility;

(2) The amount of compensation, if any, a local board is required to pay to use the facility as an early voting center;

(3) Authorization to install and test equipment and telecommunications connections before early voting, and remove equipment and connections after early voting;

(4) Authorization to install temporary measures to improve access to the early voting center for voters with disabilities;

(5) Require the facility to provide a local board with its policies and procedures for inclement weather and other emergency situations;

(6) Whether the facility or the local board is responsible for providing appropriate services in case of inclement weather or other emergency situations;

(7) If agreed to by the facility's authorized representative, a copy of the facility's disaster recovery plan;

(8) Authorization to establish a no electioneering zone during early voting; and

(9) Authorization to allow exit polling within the no electioneering zone.

C. Filing with State Administrator. Within 30 days of executing the agreement, a local board shall file a copy of the signed agreement with the State Administrator.

### **.04 Security Plans for Early Voting Center.**

A. Security Plan Required. [At least 8 weeks before early voting begins] With the form required by Regulation .02C

of this chapter, an election director shall submit an early voting security plan for approval to the State Administrator.

B. Contents of Plan.

(1) The early voting security plan shall describe in detail how a local board will keep voting equipment, electronic

pollbooks, ballots, and other election equipment and supplies secure during early voting and non-early voting hours.

(2) The plan shall include:

(a) A description of each entrance, including windows, to the area where equipment and supplies will be secured during

non-early voting hours and how the entrance is secured;

(b) The names and titles of all individuals who have a key or keys to the room where equipment and supplies will be

secured during non-early voting hours;

(c) A description of existing building security, such as alarms and closed circuit or Internet accessible cameras, and

armed and unarmed guards at the facility; and

(d) Any additional security measures that will be taken during early voting and non-early voting hours.

(3) At the request of the State Administrator or when it is considered necessary, an election director shall:

(a) Review and update the early voting security plan; and

(b) If updated, within 2 days of updating the plan, submit a copy of the updated plan to the State Administrator.

C. Review and Acceptance of Plan.

(1) The State Administrator shall review a local board's early voting security plan and may require a local board to make changes to the plan, including implementing additional security measures.

(2) Within 30 days of receipt of [a] an early voting security plan, the State Administrator shall review and provide feedback to a local board.

(3) A local board shall update its plan according to the feedback provided by the State Administrator



## 2024 Primary and General Elections

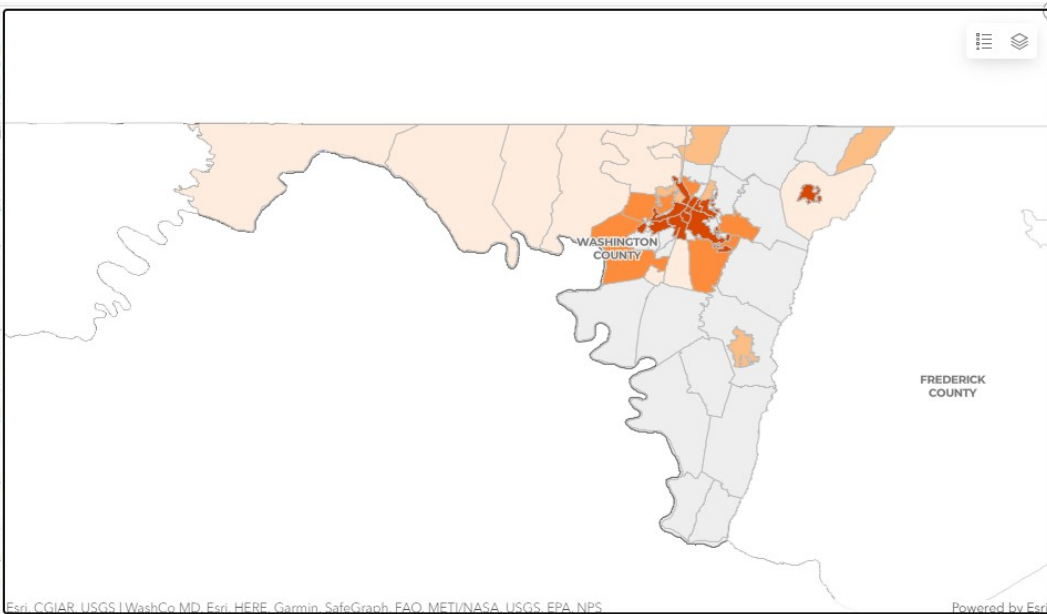
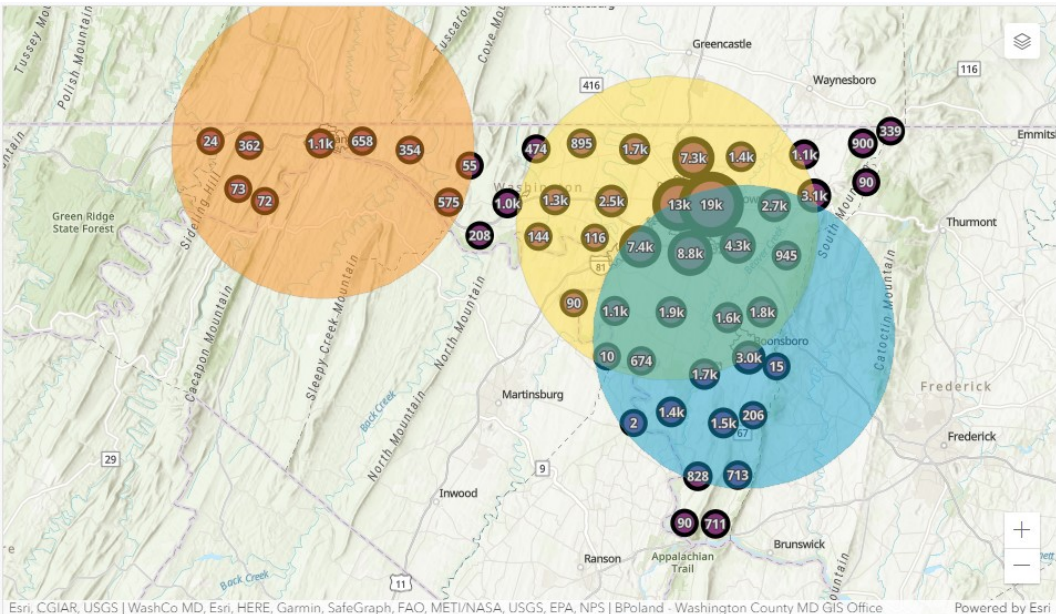
### Determination of Early Voting Centers

	Number of Registered Voters <sup>1</sup>	Number of Early Voting Centers Required in 2024 <sup>2</sup>	Number of Early Voting Centers Required in 2022 <sup>2</sup>	Number of Optional Early Voting Centers in 2022 <sup>3</sup>	Total Number of Early Voting Centers (General Election)
ALLEGANY	43,762	1	1	0	1
ANNE ARUNDEL	411,927	9	9	0	9
BALTIMORE CITY	393,864	7	7	0	7
BALTIMORE COUNTY	567,395	11	11	0	11
CALVERT	68,385	2	2	1	3
CAROLINE	21,840	1	1	0	1
CARROLL	128,429	3	3	0	3
CECIL	71,477	2	2	0	2
CHARLES	122,082	3	3	0	3
DORCHESTER	23,043	1	1	0	1
FREDERICK	198,165	3	3	1	4
GARRETT	20,615	1	1	1	2
HARFORD	191,177	3	3	1	4
HOWARD	232,343	5	5	0	5
KENT	13,929	1	1	0	1
MONTGOMERY	676,661	13	13	1	14
PRINCE GEORGE'S	597,880	11	13	0	13
QUEEN ANNE'S	40,044	1	1	1	2
SAINT MARY'S	74,902	2	2	1	3
SOMERSET	14,173	1	1	0	1
TALBOT	28,700	1	1	0	1
WASHINGTON	99,396	2	2	0	2
WICOMICO	65,666	2	2	0	2
WORCESTER	42,577	1	1	0	1
STATEWIDE	4,147,432	87	89	7	96

<sup>1</sup> As of September 12, 2023. See Regulation 33.17.02.01A of Code of Maryland Regulations.

<sup>2</sup> Election Law Article, § 10-301.1(b), Annotated Code of Maryland specifies the number of early voting centers for each county. A county with fewer than 50,000 registered voters shall have 1 early voting center. A county with at least 50,000 registered voters but fewer than 100,000 registered voters shall have 2 early voting centers. A county with at least 100,000 registered voters but fewer than 200,000 registered voters shall have 3 early voting centers. A county with at least 200,000 registered voters but fewer than 300,000 registered voters shall have 5 early voting centers. A county with at least 300,000 registered voters but fewer than 400,000 registered voters shall have 7 early voting centers. A county with at least 400,000 registered voters but fewer than 500,000 registered voters shall have 9 early voting centers. A county with at least 500,000 registered voters but fewer than 600,000 registered voters shall have 11 early voting centers. A county with at least 600,000 registered voters shall have 13 early voting centers.

<sup>3</sup> In addition to the early voting centers required by Election Law Article, §10-301.1(b), each county may establish one additional early voting center if, first, the local board and governing body of the county agree to establish an additional early voting center; and then the State Board approves of the establishment of an additional early voting center.

















5 Mile Buffer

10 Mile Buffer

94%

94026

99699

 Washington County Election Center	 Washington County Election Center
 Boonsboro American Legion	 Boonsboro American Legion
 Big Pool Community Center	 Big Pool Community Center
 Hancock Town Hall	 Hancock Town Hall
 Washington County Free Library	 Washington County Free Library
 District 12 Community Volunteer Fire Company	 District 12 Community VFC
 Clear Spring American Legion	 Clear Spring American Legion



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-23-0133) Two (2) Chevrolet Tahoe for the Sheriff's Office

**PRESENTATION DATE:** October 10, 2023

**PRESENTATION BY:** Rick Curry, CPPO, Director, Purchasing Department; Alan Matheny, Fleet Logistics and Commercial Vehicle Enforcement, Sheriff's Office.

**RECOMMENDATION:** Move to authorize by Resolution, the Sheriff's Office to purchase two (2) new 2023 Chevrolet Tahoe in the amount of \$43,936 each; for the total cost in the amount of \$87,872 from Hertrich Fleet Services, Inc. of Milford, DE and to utilize another jurisdiction's contract that was awarded by the State of MD (Contract #01B2600312).

**REPORT-IN-BRIEF:** The Sheriff's Office is requesting to purchase two (2) Chevrolet Tahoe to replace two vehicles that are not repairable due to a crash and exceed the County's Vehicle and Equipment Types and Usage Guidelines. The County initiated the Vehicle and Equipment Types and Usage Guideline in 2001. The County's replacement guidelines for less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced vehicles will be sold on GovDeals.

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

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

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$1,790,940 are available in the department's Capital Improvement Budget (CIP) 600300-30-11310-VEH006.

**CONCURRENCES:** Sheriff

**ATTACHMENTS:** Hertrich's quote and Resolution.

# HERTRICH FLEET SERVICES, INC.

1427 Bay Road Milford, DE 19963

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

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

## WASHINGTON COUNTY, MD

### MARYLAND STATEWIDE CONTRACT 2023 POLICE – BPO# 001B2600312

#### TYPE 10-P: TAHOE POLICE PURSUIT UTILITY

2023 Chevrolet Tahoe PPV 4WD

Includes Standard Equipment - 40/20/40 Split Bench Front Seat w/ Center Section Deleted,  
5.3L V8 ECOTEC3, Vinyl Floor / Vinyl Rear Seat, Bluetooth, Rear Camera

✓	Code	Description	Amount
	CC15706	2023 Chevrolet Tahoe PPV 2WD	\$ 38,985
	4WD / CK	Four Wheel Drive	\$ 3,976
	AMF	4 Extra FOBS (programmed)	\$ 225
	6J3	Wiring, Grille Lamps & Siren Speakers	\$ 92
	6J4	Wiring, Horn & Siren Circuit	\$ 55
	6J7	Headlight & Tail Light Flashers (needs connecting)	\$ 50
	UT7	Auxiliary Ground Studs – Cargo Area	\$ 88
	6C7	Red / White Auxiliary Dome Light	\$ 170
	AKO	Deep Tinted Glass	\$ 295
	Interior	Jet Black Premium Cloth	
	Color	9W5 – Silver Ice, Special Paint, Hang-on Parts Black	\$ 700
		<b>Total for Each Vehicle</b>	<b>\$43,936</b>
		<b>Total for 2 Vehicles</b>	<b>\$ 87,872</b>

Please contact us with any questions

Susan Hickey - [shickey@hertrichfleet.com](mailto:shickey@hertrichfleet.com) - or call **800-698-9825**



## RESOLUTION NO. RS-2023-

### *(Intergovernmental Cooperative Purchase [INTG-23-0133] Two [2] Chevrolet Tahoe Vehicles for the Sheriff's Office)*

#### RECITALS

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

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

The Sheriff's Office seeks to purchase two (2) new 2023 Chevrolet Tahoe vehicles in the individual amount of \$43,936.00, for a total cost of \$87,872.00, from Hertrich Fleet Services, Inc., of Milford, Delaware, and to utilize another jurisdiction's contract that was awarded by the State of Maryland (Contract #01B2600312).

Eliminating the County's bid process will result in administrative and cost savings for the Sheriff's Office. The County will benefit from direct cost savings because of the economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to §1-106.3 of the Public Local Laws, that the Sheriff's Office is hereby authorized to purchase two (2) new 2023 Chevrolet Tahoe vehicles for a total cost of \$87,872.00, and to utilize another jurisdiction's contract that was awarded by the State of Maryland (Contract #01B2600312).

Adopted and effective this \_\_\_\_ day of October, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Dawn L. Marcus, County Clerk

BY: \_\_\_\_\_  
John F. Barr, President

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Kirk C. Downey  
County Attorney

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-23-0134) – Fire Apparatus Tools and Accessories for Division of Emergency Services

**PRESENTATION DATE:** October 10, 2023

**PRESENTATION BY:** Rick F. Curry, CPPO, Purchasing Director; Eric Jacobs, Operations Manager, Division of Emergency Services.

**RECOMMENDED MOTION:** Move to authorize by Resolution, for the approval of the purchase of fire apparatus tools and accessories for the Division of Emergency Services from Municipal Emergency Services of Rockville, MD and utilize another jurisdiction's that was awarded by Sourcewell to Municipal Emergency Services of Rockville, MD contract (RFP #040220); S799E3 Cutter 2 @ \$11,327.85 = \$ 22,655.70, SP555E3 Spreader 2 @ \$12,083.58 = \$24,167.16, R522E3 Ram 2 @ \$7,939.62 = \$ 15,879.24, R320E3 Ram w/Extension 2 @ \$7,763.85 = \$15,527.70, EWXT 9 Ah Battery 7 @ \$809.19 = \$5,664.33 and EWXT/E3 Charger 3 @ \$550.81 = \$1,652.43; for the total sum of \$85,546.56.

**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 from the direct cost savings in the purchase of the various tools and accessories because of economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the tools and accessories by utilizing the Sourcewell contract and eliminating our County's bid process would result in an administrative and cost savings for the Division of Emergency Services in preparing specifications and the Purchasing Department.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$185,982 are available in the department's FY'24 operating budget 600300-10-11525.

**CONCURRENCES:** Division Director Emergency Services

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Municipal Emergency Services Quote and Resolution.



## Quote

**Quote #** QT1617857  
**Date** 10/14/2022  
**Expires** 10/13/2023  
**Sales Rep** Dunn, William  
**Shipping Method** FedEx Ground  
**Customer** WASHINGTON COUNTY DES (MD)  
**Customer #** C242423

**Bill To**

Eric Jacobs  
WASHINGTON COUNTY (MD) DES  
16232 Elliott Parkway  
Williamsport MD 21795  
United States

**Ship To**

Eric Jacobs  
WASHINGTON COUNTY (MD) DES  
16232 Elliott Parkway  
Williamsport MD 21795  
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
272899000-1			S 799 E3 Cutter - TOOL ONLY List price is \$13,985.00.	2	\$11,327.85	\$22,655.70
271855000-1			SP 555 E3 Spreader - TOOL ONLY List price is \$14,918.00.	2	\$12,083.58	\$24,167.16
274886000-1			R 522 E3 Ram - TOOL ONLY List price is \$9,802.00.	2	\$7,939.62	\$15,879.24
274883000-1K			R 320 E3 Ram - TOOL ONLY with Extensions List price is \$9,585.00.	2	\$7,763.85	\$15,527.70
90-53-15			EWXT 9 Ah battery List price is \$999.00.	7	\$809.19	\$5,664.33
90-53-37			EWXT/E3 Charger 110-240V List price is \$680.00.	3	\$550.81	\$1,652.43

Pricing is per Sourcewell contract #RFP #040220 Rev 5A.

<b>Subtotal</b>	\$85,546.56
<b>Shipping Cost</b>	\$0.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$85,546.56

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1617857



## RESOLUTION NO. RS-2023-

### *(Intergovernmental Cooperative Purchase [INTG-23-0134] Fire Apparatus Tools and Accessories for Division of Emergency Services)*

#### RECITALS

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

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

The Division of Emergency Services seeks to purchase fire apparatus tools and accessories from Municipal Emergency Services of Rockville, Maryland, in the following quantities for the indicated amounts: two (2) S799E3 Cutter(s) at \$11,327.85 per tool, \$22,655.70 total; two (2) SP555E3 Spreader(s) at \$12,083.58 per tool, \$24,167.16 total; two (2) R522E3 Ram(s) at \$7,939.62 per tool, \$15,879.24 total; two (2) R320E3 Ram(s) with Extension at \$7,763.85 per tool, \$15,527.70 total; seven (7) EWST 9 Ah Batteries at \$809.19 per battery, \$5,664.33 total; and three (3) EWXT/E3 Charger(s) at \$550.81 per battery, \$1,652.43 total; for a total contracted cost of \$85,546.56. The Division of Emergency Services also seeks to utilize another jurisdiction's contract that was awarded by Sourcewell to Municipal Emergency Services of Rockville, Maryland (RFP #040220).

Eliminating the County's bid process will result in administrative and cost savings for the Division of Emergency Services. The County will benefit from direct cost savings because of the economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to §1-106.3 of the Public Local Laws, that the Division of Emergency Services is hereby authorized to purchase the aforementioned tools and accessories for the total contracted cost of \$85,546.56, and to utilize

another jurisdiction's contract that was awarded by Sourcewell to Municipal Emergency Services of Rockville, Maryland (RFP #040220).

Adopted and effective this \_\_\_\_ day of October, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Dawn L. Marcus, County Clerk

BY: \_\_\_\_\_  
John F. Barr, President

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Kirk C. Downey  
County Attorney

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Maryland Department of Transportation Three Year Salt Utilization Agreement

**PRESENTATION DATE:** October 10, 2023

**PRESENTATION BY:** Andrew Eshleman, Director of Public Works

**RECOMMENDED MOTION:** To execute the Three Year Salt Utilization Agreement with the Maryland Department of Transportation State Highway Administration (MDOT SHA)

**REPORT-IN-BRIEF:** During certain winter snow emergency operations the County may have a need to obtain additional salt to effectively complete winter snow operations.

**DISCUSSION:** This Agreement will allow the County to obtain Salt from MDOT SHA stockpiles during a Snow Event. The County will reimburse MDOT SHA for the cost plus other related expenses. This option is a secondary option in the event County salt stockpiles are depleted.

**FISCAL IMPACT:** Snow Removal including salt supplies is a budgeted item and ordered as needed. The cost of salt, at the time of executing of this Agreement is \$92.91/ton

**CONCURRENCES:** County Attorney, Deputy Director Public Works Highways

**ALTERNATIVES:** Do not execute

**ATTACHMENTS:** Three Year Salt Utilization Agreement

**AUDIO/VISUAL NEEDS:**

# THREE (3) YEAR SALT UTILIZATION AGREEMENT

by and between

State Highway Administration  
of the Maryland Department of Transportation

and

Washington County, Maryland

This AGREEMENT (“**Agreement**”) is made as of the 1<sup>st</sup> day of September 2023, executed in duplicate, by and between the State Highway Administration of the Maryland Department of Transportation (“**SHA**”) acting for, and on the behalf of the State of Maryland and Washington County, Maryland, a political subdivision of the State of Maryland and a body politic and corporate (“**COUNTY**”), sometimes collectively referred to as “the **Parties**”.

**WHEREAS**, during certain winter snow emergency operations (“**Snow Event**”) the COUNTY may have a need to obtain additional salt (“**Salt**”) to effectively complete their winter snow operations; and

**WHEREAS**, the COUNTY has requested, and SHA has agreed, to allow the COUNTY to obtain Salt from SHA stockpiles during a Snow Event in accordance with the terms and conditions contained herein; and

**WHEREAS** the COUNTY shall reimburse SHA for the cost of Salt plus other related expenses; and

**WHEREAS** SHA and the COUNTY agree that this Agreement will benefit both parties of this Agreement and will promote the safety, health and general welfare of the citizens of the State.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises between SHA and the COUNTY, as set forth herein, the adequacy of which is hereby acknowledged, the Parties hereby agree to the following:

## **I. TERM & BUDGET**

The term of this Agreement is three (3) years, beginning the first (1<sup>st</sup>) day of September 2023 and ending on the thirty first (31<sup>st</sup>) day of August 2026, both dates inclusive, unless sooner terminated as set forth herein (the “**Term**”). For budgeting and planning purposes only, during the Term of this Agreement the total cost for Salt shall not exceed Two Hundred and Twenty Five Thousand Dollars (\$225,000). The COUNTY shall be responsible for actual costs incurred at the time of delivery.



## II. SALT COSTS

- A. The cost of Salt, at the execution of this Agreement is Ninety Two Dollars and Ninety One Cents (\$92.91) per ton, which includes the price of the Salt, a delivery charge and an overhead charge.
- B. The Salt price listed herein is subject to change.
- C. The “**Delivery Charge**” includes the cost of fuel and mileage to transport the Salt to a SHA Salt dome. The “**Overhead Charge**” is determined by the federally approved Overhead Rate that may be adjusted on October 1<sup>st</sup> of each year. The current Overhead Rate is eight and twenty two hundredths percent (8.22%).
- D. The cost of the Salt may be adjusted weekly to account for Delivery Charge variances.

## III. CHARGE NUMBER

SHA has established a charge number for the COUNTY which will be used to document Salt withdrawals from SHA’s inventory system. The current charge number for the COUNTY is BY **BY233M84**.

## IV. PROCEDURES

- A. Salt Loading
  - 1. SHA Shop Locations: For purposes of this Agreement, the SHA shops to be used for Salt for the COUNTY, as determined by SHA, are:
    - Smithburg Salt Dome
    - Rt. 40 East Salt Dome
    - Boonsboro Salt Dome
    - Rt. 40 West Salt Dome
    - Hagerstown Shop Salt Dome
    - Park Head Salt Dome
  - 2. Prior to a Snow Event: The COUNTY will contact Butch (Rodney) Glenn SHA’s Resident Maintenance Engineer (RME), or designee, of the Hagerstown Shop at 301-791-4790 to arrange for the COUNTY’s trucks to be loaded with the Salt at the designated location the day before a local forecasted snow if time permits; otherwise SHA and the COUNTY will determine which SHA salt storage site is appropriate to use to load the Salt onto the trucks and SHA will provide an operator to facilitate the loading of the Salt.

3. During the Snow Event: The COUNTY will contact the appropriate SHA Shop nearest to that truck and request to be loaded at an approximate preferred time of arrival. SHA will then arrange for an operator to meet the COUNTY truck at that location as close to the preferred time as possible without negatively affecting SHA operations. In addition, if a COUNTY truck is in the vicinity of a specific dome during a Snow Event and a SHA operator is present, the COUNTY truck may then be topped off, if desired. In situations where the SHA Snow Event operations are already active when the COUNTY operations begin, the COUNTY can notify SHA as far in advance as possible and SHA will make every effort to provide an operator at all the locations requested to begin loading COUNTY trucks with Salt.
4. Post Snow Event: The COUNTY can contact the appropriate SHA shop to request re-loading after a Snow Event, and SHA will schedule the re-loading at the Parties' convenience.
5. The COUNTY shall not return any unused Salt to any SHA shop.

**B. Load Records**

1. The COUNTY shall ensure all vehicles picking up Salt on their behalf are identified by a sticker or placard indicating the COUNTY's name.
2. Only a SHA authorized loader operator shall load the COUNTY trucks.
3. SHA shall create a written loading record that must be signed by the COUNTY driver. A copy shall be given to the COUNTY driver to account for every load of Salt that the COUNTY receives from SHA. Each load record shall contain the following information:
  - a. truck number or license tag number,
  - b. the number of scoops/ buckets loaded,
  - c. the number of tons loaded based on the scoops / bucket size value multiplied by the number of scoops /buckets.

**V. PAYMENT**

- A. SHA shall provide a detailed invoice to the COUNTY by May 31<sup>st</sup> of each year for all actual costs incurred to provide Salt to the COUNTY. The invoice shall be accompanied by normal documentation from SHA to evidence actual costs incurred.
- B. Upon request by the COUNTY, SHA may provide information to include the number of buckets and estimated tonnage provided to the COUNTY for each date of delivery.
- C. The estimated cost of the Salt is based on the average amount of Salt used during the previous three (3) years at the prevailing rate at the time of execution of this

Agreement and will be subject to future adjustments during the Term according to costs for Salt, delivery and overhead in effect at that time.

- D. Reimbursement to SHA for the Salt during the Term, including SHA overhead, is estimated to be Two Hundred Twenty Five Thousand Dollars (\$225,000) and is based on quantities from the previous term, however, actual costs and tonnage may vary and the COUNTY shall reimburse SHA for all actual tonnage (which includes the delivery charge) and overhead costs.
- E. In the event of extremely heavy Salt usage, SHA reserves the right to submit progress billings to the COUNTY in lieu of an annual invoice.
- F. Invoices for Salt are due within thirty (30) days of receipt.
- G. In the event SHA does not receive payment of an invoice within thirty (30) days of the COUNTY's receipt, SHA will notify the COUNTY of the overdue payment and provide the COUNTY the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty (30) days following notification, SHA will then notify the COUNTY in writing, and the parties hereby agree that SHA may make a deduction from the COUNTY's share of Highway User Revenue equal to the overdue invoice amount(s) or SHA may refer the overdue amount to the Central Collection Unit, at 300 West Preston Street, Room 500, Baltimore MD 21201-2365 for collection of any overdue amount.

## **VI. GENERAL**

- A. SHA does not supply brine, a pretreatment salt-based mixture.
- B. Title VI Assurances. All parties to this Agreement shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discrimination regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this Agreement. The term "Acts" in Appendix A refers to 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix refers to MDOT SHA.
- C. SHA and the COUNTY agree to cooperate with each other to accomplish the terms and conditions of this Agreement.
- D. The provisions contained in this Agreement shall be binding upon the parties until the earlier to occur of; (i) three (3) years from the date first written above, (ii) thirty (30) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this Agreement, or (iii) August 31, 2026. However, termination of this Agreement, and any Amendments thereto, is contingent on all outstanding invoices being paid by the COUNTY.

- E. The COUNTY shall indemnify, hold harmless and defend, at SHA's option, the State of Maryland, SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, incurred in connection with the loss of life, personal injury and/or property damage arising from or in connection with the activities performed pursuant to this Agreement by the COUNTY or its contractors, agents or assigns.
- F. SHA reserves the right to limit or deny Salt to the COUNTY to avoid jeopardizing SHA's snow remediation operations.
- G. This Agreement shall inure to and be binding upon the Parties, their agents, successors and assigns.
- H. This Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- I. The recitals (WHEREAS clauses) at the beginning of this Agreement are incorporated as substantive provisions of this Agreement.
- J. All notices and/or invoices, if to the COUNTY, shall be addressed to:

Zane Rowe  
Dep. Director of Public Works - Highways  
601 Northern Avenue  
Hagerstown, MD 21742  
Phone: 240-313-2720  
Fax: 301-791-2897  
E-mail: zrowe@washco-md.net

And if to SHA:

Butch (Rodney) Glenn  
Resident Maintenance Engineer D-6  
Maryland State Highway Administration  
8320 Col. Henry K. Douglas Drive  
Hagerstown, MD 21740  
Phone: 301-791-4790  
E-mail: rglenn@mdot.maryland.gov

With copies to:

Linda Puffenbarger  
District Engineer, D-6  
State Highway Administration  
1251 Vocke Road  
LaVale, MD 21502  
Phone: 301-729-8444  
Email: lzerbee@mdot.maryland.gov

And,

SHA Agreements Team  
Office of Procurement and Contract Management  
State Highway Administration  
707 N. Calvert Street  
Mailstop C-405  
Baltimore, MD 21202  
Phone: (410) 545-5547  
E-mail: [shaagreementsteam@mdot.maryland.gov](mailto:shaagreementsteam@mdot.maryland.gov)



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the day, month and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_ (SEAL)

Andre Futrell  
Deputy Administrator for  
District Operations

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Rodney Glenn  
Resident Maintenance Engineer D-6

\_\_\_\_\_  
William J. Bertrand  
Director  
Office of Finance

**WASHINGTON COUNTY, MARYLAND**  
a body corporate and politic

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_ (Seal)  
Andrew Eshleman  
Director of Public Works

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
County Attorney

## **APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient

or the Federal Highway Administration may direct as a means of enforcing such. provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction; the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP 'persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 741 00);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).





## Agenda Report Form

### Open Session Item

**SUBJECT:** Airport seeks competitive FAA grant under the Bipartisan Infrastructure Law BIL-ATP. Project to provide 4,800sf of east side expansion space in the "landside" portions of the terminal.

**PRESENTATION DATE:** October 10<sup>th</sup>, 2023

**PRESENTATION BY:** Neil Doran, Airport Director, Andrew Eshleman, Director of Public Works.

### RECOMMENDED MOTION(S):

- Move to authorize use of \$180,556.00 in Airport Capitol Improvement Reserve funds for the 5% local match share of this project.
- Move to empower the Airport Director to sign an FAA and MAA grant applications, Maryland State Clearinghouse documents and any other related paperwork associated with the Terminal East Expansion project.
- Move to empower the Airport Director to accept the grant offer(s) related to the Terminal East Expansion project from the Federal Aviation Administration and Maryland Aviation Administration if awarded in the future.

**REPORT-IN-BRIEF:** This is a resubmission of a requested grant from 2022 that HGR was not awarded. Background: New TSA baggage screening equipment requires allocation of two of the four available ticketing offices. One other is used by Allegiant airlines. This terminal expansion project will address capacity constraint with enlarged passenger queuing area along with space for potential new entrant airlines in the form of additional ticket counters, offices and related ground crew equipment storage and support space. Includes replacement of lobby signage and other amenities.

**DISCUSSION:** Staff recommends approval. With BOCC concurrence, signatures by Mr. Downey and Mr. Doran would complete the FAA and MAA documents.

### FISCAL IMPACT:

- FAA 95% share. MAA 2.5% share anticipated but not yet awarded. Local Match 2.5% (Airport Fund). Annual estimate on on-going operating costs: \$20,000. BLD115 Project "Terminal Building Expansion Project" in CIP2024-2033. Annual estimate on on-going operating costs: \$20,000. Will be absorbed by the Airport's Operational Budget.

FAA	\$6,861,111.00 (95%)
Maryland Aviation Admin (State Match)	\$180,556.00 (2.5%)
Airport Capital Reserve Fund/BOCC	\$180,556.00 (2.5%)
Total	\$7,222,223.00

**CONCURRENCES:**

**ALTERNATIVES:** Airport does not apply for available federal funding for improving and expanding capacity at small, non-hub airport terminals. HGR would then continue to lack the ticket counters, offices, ground crew break rooms, equipment storage, and other areas required to realistically accommodate the space needs of new entrant air carriers that may be interested in serving Hagerstown.

**ATTACHMENTS:** Drawing of proposed terminal expansion.

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

# Competitive BIL Airport Terminal project

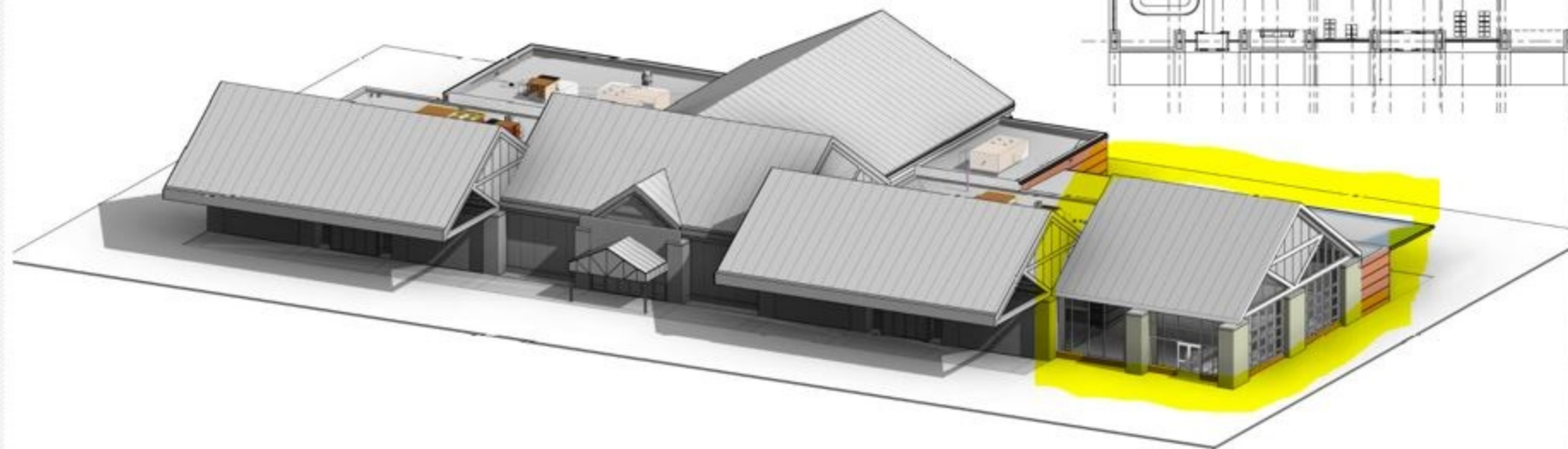


Washington County, MD

HAGERSTOWN REGIONAL AIRPORT

## Land-side East Terminal Improvements

4,800 additional square feet for passenger queuing, ticket counters, airline offices, baggage processing, ground support equipment, vehicle storage and related needs. Hope to include modernized landside signage, finishes.





## Agenda Report Form

### Open Session Item

**SUBJECT:** Clement Rural Legacy Program (RLP) Easement

**PRESENTATION DATE:** October 10, 2023

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

**RECOMMENDED MOTION:** Move to approve the James and Linda Clement RLP Easement project, in the amount of \$107,619.00 for 39.64 easement acres, paid for 100% by the Board of County Commissioners of Washington County, Maryland, and to adopt an ordinance approving the easement purchase and to authorize the execution of the necessary documentation to finalize the easement purchase.

**REPORT-IN-BRIEF:** The Clement property is located at 17318 Spielman Rd., Fairplay, and the easement will serve to permanently preserve a valuable agricultural, scenic, environmental and historic property in the County. The parcel contains both ag and woodland areas. It lies in a part of Washington County that was heavily trafficked during the Civil War and the Battle of Antietam and is the location of the Hogmire-Berryman Farm, which is listed on the National Register of Historic Places. The property is also contiguous to several sites on the Maryland Inventory of Historic Places. St. James Run traverses the eastern property boundary where there is also a CREP buffer along the stream.

The parcel adds on to a block of thousands of acres of contiguous preserved farmland around Antietam Battlefield. Ten (10) development rights will be extinguished with this easement.

**DISCUSSION:** Since 1998, Washington County has been awarded more than \$27 million to purchase Rural Legacy easements on more than 8,400 acres near Antietam Battlefield in the Rural Legacy Area. RLP is a sister program to the Maryland Agricultural Land Preservation Program (MALPP) and includes the protection of environmental and historic features in addition to agricultural parameters. RLP uses an easement valuation system (points) to establish easement value rather than appraisals used by MALPP. For FY 2023, Washington County was awarded RLP grants totaling \$1,550,000. The Clement RLP Easement will use County funds in order to leverage State funding. Easement applicants were previously ranked based on four main categories: the number of development rights available, the quality of the land/land management (agricultural component), natural resources (environmental), and the historic value.

**FISCAL IMPACT:** This project will be funded entirely by County transfer tax dollars in order to improve our grading with DNR's Rural Legacy Program.

**CONCURRENCES:** Both the State RLP Board and the State Department of Natural Resources (DNR) staff have approved and support our program.

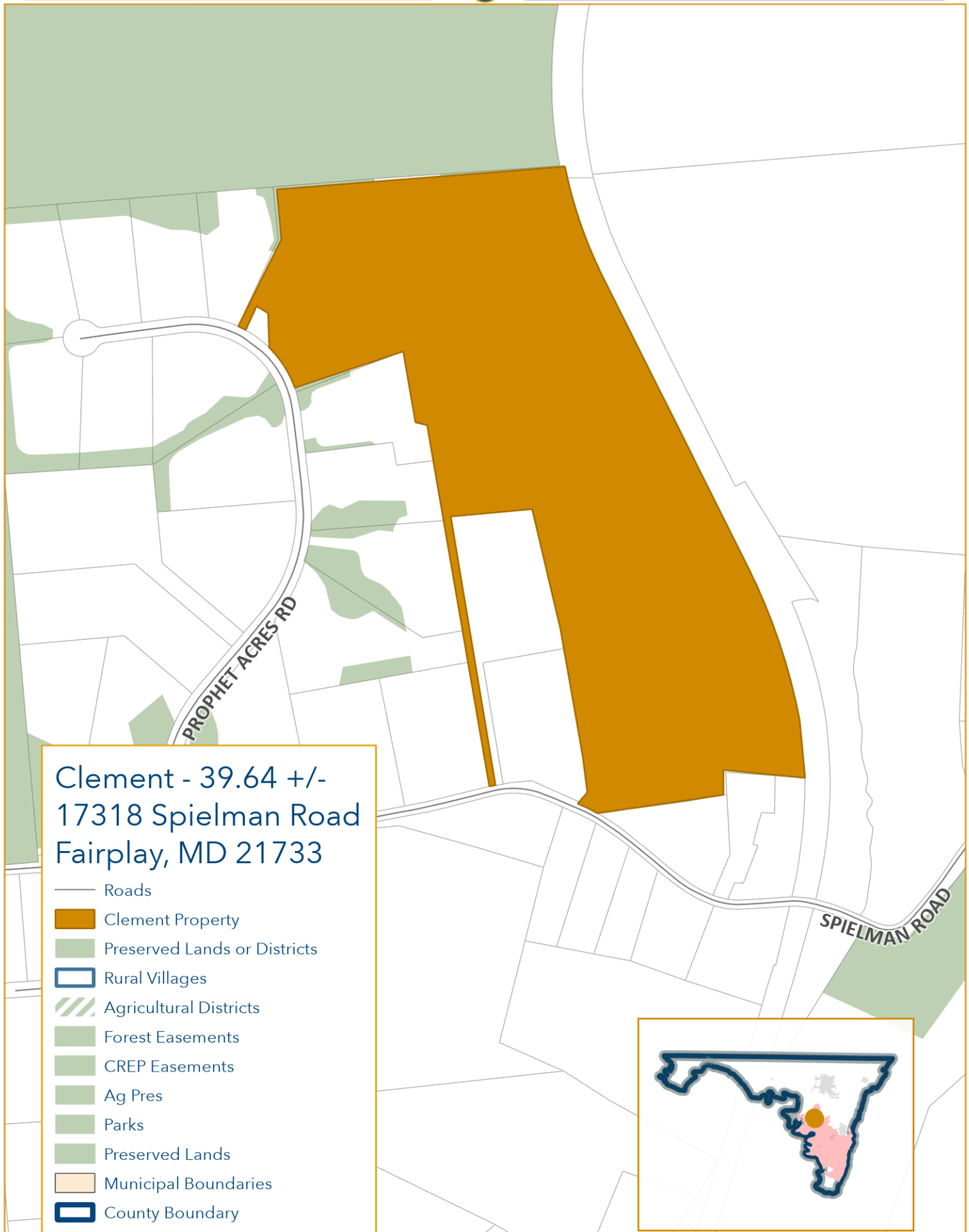
**ALTERNATIVES:** If Washington County denies this proposal, the project will have to go back into the ranking list and be preserved with State funding.

**ATTACHMENTS:** Aerial Map, Location Map, Ordinance

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









ORDINANCE NO. ORD-2023-

**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION  
EASEMENT UNDER THE MARYLAND RURAL LEGACY PROGRAM**

***(Re: James and Linda Clement RLP Conservation Easement)***

RECITALS

1. The Maryland Rural Legacy Program ("RLP") provides the funding necessary to protect large, contiguous tracts of land and other strategic areas from sprawl development and to enhance natural resource, agricultural, forestry, and environmental protection through cooperative efforts among State and local governments.

2. Protection is provided through the acquisition of easements and fee estates from willing landowners and the supporting activities of Rural Legacy Sponsors and local governments.

3. For FY 2023, Washington County (the "County") was awarded a RLP grant totaling \$1,550,000.00 (the "RLP Funds").

4. James and Linda Clement (the "Property Owners") are the fee simple owners of real property consisting of 39.64 acres, more or less (the "Property"), in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.

5. The County has agreed to pay the sum of approximately ONE HUNDRED SEVEN THOUSAND SIX HUNDRED NINETEEN DOLLARS AND NO CENTS (\$107,619.00), which is a portion of the RLP Funds, to the Property Owner for a Deed of Conservation Easement on the Property (the "James and Linda Clement RLP Conservation Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of a conservation easement on the Property be approved and that the President of the Board and the County Attorney be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the James and Linda Clement RLP Conservation Easement.

ADOPTED this \_\_\_\_ day of October, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Dawn L. Marcus, County Clerk

BY: \_\_\_\_\_  
John F. Barr, President

Approved as to legal sufficiency:

---

Zachary J. Kieffer  
Assistant County Attorney

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

## EXHIBIT A - DESCRIPTION OF PROPERTY

ALL those tracts, lots or parcels of land, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 12, Washington County, Maryland, being more particularly described as follows:

*17318 Spielman Road, Fairplay, tax account no. 12-000618, per the tax records containing 22.32 acres, part of the lands described in Liber 4868, Folio 235 (Parcel Nos. 1 and 2):*

PARCEL NO. 1: BEGINNING at an iron pipe at or near the end of the 10<sup>th</sup> or North 28 degrees 06 minutes West 1127.68 foot line of Parcel No. 1 of a conveyance from Carroll E. Rang to Charles Ruch and Grace Ruch, his wife, by Deed dated May 14, 1969, and recorded in Liber 488, Folio 507 among the Land Records of Washington County, Maryland, thence with a portion of said 10<sup>th</sup> line reversed, and along the right of way of the Norfolk & Western Railroad South 18 degrees 43 minutes 42 seconds East 553.14 feet to an iron pipe; thence leaving said right of way of the Norfolk & Western Railroad and running along the lands of [now or formerly] Linsey A. Dean (Liber 567, Folio 682) North 84 degrees 01 minute 56 seconds West 380.40 feet to an iron pipe; thence leaving said lands of L. A. Dean and running through the lands of [now or formerly] Charles Ruch (Liber 488, Folio 507) by lines of division made, three courses North 05 degrees 46 minutes 30 seconds [*no direction*] 152.07 feet to an iron pipe; thence with an existing fence line North 15 degrees 03 minutes 17 seconds East 330.70 feet to an iron pipe; thence North 82 degrees 11 minutes 10 seconds East 100.47 feet to the point of beginning; containing 2.81 acres of land, more or less, and being part of Tract #1, and all of Parcel No. 2 therein of the lands conveyed to Donna L. Edgins from John D. Berryman by Deed dated September 15, 1989, and recorded in Liber 929, Folio 489 among the aforesaid Land Records.

PARCEL NO. 2: BEGINNING at a fence corner post, said post being located at the end 08.6 feet on the 6<sup>th</sup> or North 81 degrees 02 minutes East 426.3 foot line of the Deed to Charles Ruch, *et ux*, dated May 14, 1969, and recorded in Liber 488, Folio 507 among the aforesaid Land Records, and running thence with the existing fence line along the division line between Robert L. Bowers and the Ruch tract North 89 degrees 46 minutes 28 seconds West 294.19 feet to a corner fence post; thence projecting and extending said line North 89 degrees 46 minutes 28 seconds West 21.19 feet to an iron pipe on the Northern right of way of Maryland Route 63, said iron pipe being 20 feet perpendicularly distant from the center line of said Route 63; thence parallel with said center line North 57 degrees 35 minutes 49 seconds West 67.34 feet to an iron pipe on the aforesaid right of way line and on the Western marginal line of the existing farm land; thence leaving said right of way line and running by and with 8 lines of division made North 48 degrees 32 minutes 05 seconds East 40.64 feet to an iron pipe; thence North 01 degree 42 minutes 34 seconds West 538.91 feet to an iron pipe; thence North 05 degrees 37 minutes 54 seconds 400.50 feet to an iron pipe; thence North 87 degrees 32 minutes 50 seconds West 266.24 feet to an iron

pipe; thence North 07 degrees 02 minutes 36 seconds East 271.23 feet to an iron pipe; thence South 89 degrees 24 minutes 54 seconds East 227.29 feet to an iron pipe; thence South 71 degrees 55 minutes 48 seconds East 139.90 feet to an iron pipe; thence South 84 degrees 01 minute 56 seconds East 380.41 feet to an iron pipe on the Western marginal line of the Norfolk and Western Railroad; thence with said marginal line two courses South 18 degrees 43 minutes 42 seconds East 513.32 feet to an iron pipe thence by a curve to the right having a radius of 1923.49 feet, an arc length of 525.53 feet, by a chord bearing and distance of South 10 degrees 49 minutes 01 second East 523.90 feet to an iron pipe; thence leaving said marginal line and running along or near an existing fence line South 02 degrees 28 minutes 41 seconds West 185.62 feet to a corner fence post; thence with an existing fence line along the lands now or formerly owned by Paul A. Cosgrove, Sr. (Liber 484, Folio 350) two courses North 77 degrees 04 minutes 09 seconds West 243.99 feet to a corner fence post; thence South 07 degrees 11 minutes 22 seconds West 66.20 feet to a corner fence post, it being a corner of the [now or formerly] Paul Cosgrove, Robert Bowers and Charles Ruch properties; thence leaving the Paul Cosgrove tract and running with Robert Bowers tract North 88 degrees 50 minutes 58 seconds 117.73 feet to the point of beginning; containing 19.51 acres of land, more or less, and being the same property described as part of Tract #1, and all of Parcel No. 3 which was conveyed to Donna L. Edgins from John D. Berryman by Deed dated September 15, 1989, and recorded in Liber 929, Folio 489 among the aforesaid Land Records.

SAID PARCEL NOS. 1 and 2 BEING part of (Parcel Nos. 1 and 2) the property which was conveyed from Keith W. Hunter to James Clement and Linda Clement, his wife, by Deed dated November 19, 2014, and recorded in Liber 4868, folio 235 among the Land Records of Washington County, Maryland.

*17310 Spielman Road, Fairplay, tax account no. 12-008570, per the tax records containing 5.20 acres, part of the lands described in Liber 4868, Folio 235 (Parcel No. 3):*

PARCEL NO. 3: ALL that lot or parcel of land, situate along the North side of Spielman Road in in Election District No. 12, Washington County, Maryland, being shown as "Remaining Lands" on the Plat entitled "Resubdivision of Lots 8, 9 and 10 of Stonehenge Farms and Preliminary/Final Plat of Subdivision of Lot 1 for John D. Berryman" recorded at Plat Folio 8083 among the Plat Records of Washington County, Maryland.

SAID PARCEL NO. 3 BEING part of (Parcel No. 3) the property which was conveyed from Keith W. Hunter to James Clement and Linda Clement, his wife, by Deed dated November 19, 2014, and recorded in Liber 4868, Folio 235 among the aforesaid Land Records.

*8311 Prophet Acres Road, Fairplay, tax account no. 12-014422, 7.01 acres described in Liber 5142, Folio 76:*

PARCEL NO. 4: ALL that lot or parcel of land, situate along the North side of Spielman Road in in Election District No. 12, Washington County, Maryland, being shown as "Lot 1" on the Plat entitled "Resubdivision of Lots 8, 9 and 10 of Stonehenge Farms and Preliminary/Final Plat of Subdivision of Lot 1 for John D. Berryman" recorded at Plat Folio 8083 among the aforesaid Plat Records; said Lot 1 contains 7.01 acres of land, more or less.

SAID PARCEL NO. 4 BEING all of the property which was conveyed from Margaret K. Carroll Berryman, Trustee, *et al*, to James Clement and Linda Clement, husband and wife, by Deed dated November 20, 2015, and recorded in Liber 5142, Folio 71 among the aforesaid Land Records.

*8307 Prophet Acres Road, Fairplay, Lot 9, tax account no. 12-013272, per the tax records containing 1.80 acres; and 8313 Prophet Acres Road, Fairplay, Lot 10, tax account no. 12-013280, per the tax records containing 3.20 acres, described in Liber/Book 5946, Folio/Page 241:*

PARCEL NOS. 5 AND 6: ALL those lots or parcels of land, being known as "Lots 9 and 10" of Stonehenge Farms, as more particularly shown and described on the above referenced Plat entitled "Resubdivision of Lots 8, 9 and 10 of Stonehenge Farms and Preliminary/Final Plat of Subdivision of Lot 1 for John D. Berryman" recorded at Plat Folio 8083 among the aforesaid Plat Records.

SAID PARCEL NOS. 5 AND 6 BEING all of the property which was conveyed from Oban Bay, LLC, a Maryland limited liability company, to James Clement and Linda Clement, his wife, by Deed dated March 29, 2019, and recorded in Liber 5946, Folio 241 among the aforesaid Land Records.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Memorandum of Agreement, Time to Care Act, Insurance Collaborative

**PRESENTATION DATE:** October 10, 2023

**PRESENTATION BY:** Michelle Gordon, County Administrator

**RECOMMENDATION:** Move to approve the Memorandum of Agreement, Time to Care Act, Insurance Collaborative effective October 1, 2023 at a cost of \$10,000 funded by savings in the Human Resources Operating Budget for FY24.

**REPORT-IN-BRIEF:** Review and approval of the Memorandum of Agreement, Time to Care Act, Insurance Collaborative which will enable Washington County to join the Maryland Association of Boards of Education (MABE), the Maryland Association of Counties (MACO) and the Maryland Municipal League (MML) Time to Care Act Collaborative at an annual cost of \$10,000.

**DISCUSSION:** On Tuesday September 26, 2023, during staff Comments, the Board provided a consensus to join the MACO, MABE, and MML Time to Care Act (TCA) Collaborative.

The Maryland Time to Care Act (TCA) requires all Maryland employers to provide up to 12 weeks of paid benefits to a covered individual who is taking leave from employment due to caring for certain family members, the individual's own serious health condition, or a qualifying exigency arising out of a family member's military deployment. The weekly benefit is based on an individual's average weekly wage. Employees are not required to use their own accrued leave for this benefit. Required contributions to the program, which are shared between employers and employees, are also based on employee wages.

An employer may satisfy the TCA's requirements through an Equivalent Private Insurance Plan (EPIP). An employer that provides covered employees with an EPIP and those covered employees are exempt from the TCA's required contributions that are required to begin on 10/1/2024. Benefits for employees are required to begin on 1/1/2026. By opting into the Collaborative, the cost for employees and the County would be deferred from FY25 until FY26. An estimated cost has not been determined yet; however, it is shared between the employee and the employer. If we do not opt out of the State's default plan and indicate our intent to provide either 1) an EPIP or 2) a Self-Insured Plan administered by County Staff (which also requires pre-approval from the state), we will default into the State's plan. The Default State plan requires payments beginning on 10/1/2024, which is over a full year before benefits will begin for employees (1/1/2026).

MABE, MACO and MML have agreed to establish a TCA Collaborative to facilitate the procurement of TCA benefits at reduced costs to local government employers and to provide the services described in the attached Memorandum of Agreement (MOA). Washington County returned the Statement of Intent (SOI) to join the Collaborative.



The unbudgeted cost in FY24 for joining the Collaborative is \$10,000. Future funding for the Collaborative and TCA Premiums will be included in the HR / departmental operating budgets for FY25 and beyond. Joining the Collaborative will create efficiencies and takes the burden off County staff to prepare the RFP and/or self-administrate the TCA required insurance program. The HR Department is able to absorb the cost of \$10,000 for FY24 in their operating budget due to the number of vacant positions in that department.

**FISCAL IMPACT:** \$10,000 unbudgeted for FY2024 to be funded by expenditure savings in the Human Resources Department

**CONCURRENCES:** Kelcee Mace, Interim CFO; Kirk Downey, County Attorney

**ALTERNATIVES:** None

**ATTACHMENTS:** Memorandum of Agreement

**AUDIO/VISUAL NEEDS:** None

John F. Barr, *President*  
Jeffrey A. Cline, *Vice President*



Derek Harvey  
Wayne K. Keefer  
Randall E. Wagner

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

September 26, 2023

Maryland Association of Boards of Education  
Attn: Milton E. Nagel, Executive Director  
621 Ridgely Avenue, Suite 300  
Annapolis, MD 21401

Maryland Association of Counties  
Attn: Michael Sanderson, Executive Director  
169 Conduit Street  
Annapolis, MD 21401

Re: **Time to Care Act Insurance Collaborative**

Dear Sirs:

The undersigned, a duly authorized official of the Board of County Commissioners, hereby confirms that Washington County Government intends to join the Time to Care Act Insurance Collaborative in accordance with the attached Memorandum of Agreement, and that the undersigned has recommended to the Board of County Commissioners that Washington County Government so join the Collaborative.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

By:   
Jeffrey A. Cline, Vice President

## Memorandum of Agreement

### Time to Care Act Insurance Collaborative

Effective October 1, 2023

#### **1. Introduction**

The Maryland Time to Care Act (TCA) allows employers to purchase insurance to fulfill their obligations to provide TCA paid leave to employees, instead of contributing to the State Plan. It is anticipated that lower insurance premiums can be obtained when employers jointly procure the required TCA insurance.

This Memorandum of Agreement (Agreement) sets forth the basis for members of the Maryland Association of Boards of Education (MABE), the Maryland Association of Counties (MACo) and the Maryland Municipal League (MML) to participate in the Time to Care Act Insurance Collaborative.

MABE and MACo are founding Participating Employers in the Collaborative. Any member in good standing of MABE or MACo, including the member's affiliates that are supported by or a component unit of the member, may become a Participating Employer in the Collaborative by signing the Acknowledgment at the end of this Agreement. Any member in good standing of MML with at least 15 employees (counted for purposes of Section 4 below) may also become a Participating Employer in the Collaborative by signing the Acknowledgment.

The Collaborative is not a legal entity. It is a joint venture among Participating Employers on the terms set forth herein.

In case of any conflict between this Agreement and the articles of incorporation of MABE and MACo, the provisions of the articles of incorporation will control.

#### **2. Services Provided**

The Collaborative expects to provide the following services for Participating Employers:

- Prepare and circulate a Request For Proposal to insurance carriers to provide insurance coverage that qualifies as a TCA Equivalent Private Insurance Plan.
- Interface with insurance carrier(s) to support Participating Employers when purchasing TCA insurance coverage.
- Access to reduced rates for TCA consulting services provided by Bolton Partners.
- Represent the interests of Participating Employers to State of Maryland authorities with TCA enforcement responsibility.

- Such other services as are appropriate to further the purposes of the Collaborative.

### **3. Assets and Expenses**

The Collaborative is not expected to hold assets in its own name. The Collaborative will incur expenses in furtherance of its services described in this Agreement. Expenses will be funded by membership fees paid by Participating Employers and other sources of revenue as the Collaborative may have. Fees and other revenue will be held in a bank account titled in the name of MABE, which will serve as the Collaborative's custodian. The custodian will be responsible for amounts held in that account as agent for all Participating Employers, and will keep adequate records of all deposits to and disbursements from the account.

### **4. Membership Fees**

Participating Employers must pay membership fees for each Fee Year, determined by the following schedule:

Less than 1,000 employees	\$ 7,500
1,000 to 1,999 employees	\$10,000
2,000 or more employees	\$12,500

- The first Fee Year is October 1, 2023 – September 30, 2024.
- The second Fee Year is October 1, 2024 – December 31, 2025 (a long year).
- The third Fee Year is January 1, 2026 – December 31, 2026.
- Any Fee Year thereafter is the calendar year.

Membership fees for the first Fee Year are due within 30 days after an Employer joins the Collaborative. Thereafter, fees are due before the first day of each following Fee Year.

Employee counts are determined as of the June 30 preceding the due date of a fee payment. Employees are counted if they meet the eligibility requirements for TCA benefits on that date.

If an employer joins the Collaborative on or after October 1, 2023, the employer must pay membership fees determined as though it joined the Collaborative before October 1, 2023.

It is understood that the membership fees set forth above are based on estimates of the amounts needed to operate the Collaborative. Actual operating experience may call for increases or decreases in the membership fees, as determined by the Administrative Committee.

### **5. Administrative Committee**

The Collaborative's day to day affairs, including incurring and payment of expenses, will be overseen by the Administrative Committee. The Committee will consist of two members appointed by MABE and two members appointed by MACo. In addition, the Executive Directors of MABE and MACo, or their designees, will be ex officio members of the Committee.

The Committee will meet at such times and via such formats as the Committee determines. The Committee will act by majority vote of its members. No Committee member will be personally responsible for any debt or obligation of the Collaborative or of any Participating Employer.

The Committee has the discretionary authority to interpret this Agreement and to make any findings of fact necessary to carry out this Agreement and the purposes of the Collaborative.

A Committee member may resign at any time by submitting a written notice of resignation to the entity that appointed the member. A Committee member may be removed at any time for any reason, by action of the entity that appointed the member.

#### **6. Amendment and Interpretation of Agreement**

This Agreement may be amended by joint agreement of MABE and MACo. Any amendment is binding on all Participating Employers.

This Agreement will be interpreted to comply with the TCA and regulations issued under the TCA, including regulations issued by the Maryland Insurance Administration regarding TCA insurance policies.

#### **7. Withdrawal and Removal from Collaborative**

A Participating Employer may withdraw from the Collaborative by giving 30 days advance written notice to the Committee (or upon such shorter notice period as the Committee may accept). A Participating Employer may be removed from the Collaborative by joint agreement of MABE and MACo if the Employer ceases to be a member in good standing of MABE, MACo or MML, or is not in compliance with its obligations under this Agreement. No membership fees will be refunded upon withdrawal or removal from the Collaborative.

A Participating Employer that withdraws or is removed from the Collaborative is thereafter ineligible to purchase any TCA insurance policy arranged by the Collaborative. If a TCA insurance policy arranged by the Collaborative is in effect at the time of withdrawal or removal, ineligibility takes effect at the next renewal of the policy.

#### **8. Termination of Collaborative**

The Collaborative will cease to exist when all Participating Employers have withdrawn, or when MABE and MACo jointly agree to terminate the Collaborative. Any amounts remaining in the bank account maintained for the Collaborative will be returned to Participating Employers as determined by MABE and MACo.

#### **9. Failure to Purchase and Maintain TCA Insurance**

A Participating Employer that does not purchase and maintain a TCA insurance policy arranged by the Collaborative is automatically removed from the Collaborative effective upon the date the

Employer's alternative compliance with the TCA takes effect. However, removal will not apply (1) if the premium rate under the TCA insurance policy exceeds the State Plan required contribution rate or (2) if the purchase and maintenance of the TCA insurance policy would conflict with the Participating Employer's obligations under a collective bargaining agreement.

## **ACKNOWLEDGMENT**

By signing below, the Participating Employer agrees to join the Collaborative and to be bound by this Agreement.

Employer name: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Administrative Committee hereby confirms receipt of the Participating Employer's Acknowledgment.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_





## Agenda Report Form

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### Open Session Item

**SUBJECT:** FY23 Excess of Revenues

**PRESENTATION DATE:** October 10, 2023

**PRESENTATION BY:** Kelcee Mace, Interim Chief Financial Officer

**RECOMMENDED MOTION:** Motion to approve allocation of funding as presented or as amended by the BOCC.

**REPORT-IN-BRIEF:** Staff recommends putting \$5M into the pension fund and the remaining \$20M into the capital reserve fund for future use.

**DISCUSSION:** The FY23 excess of revenues over expenditures in the General Fund is approximately \$25M. The excess is the result of revenues being over budget \$13.8M and expenses under budget \$11.2M. It is best practice that excess funds be used for one-time costs and not on-going operating costs.

**FISCAL IMPACT:** \$25,000,000

**CONCURRENCES:** Michelle Gordon, County Administrator

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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