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BOARD OF COUNTY COMMISSIONERS

May 21, 2026

REVISED OPEN SESSION AGENDA (SPECIAL MEETING)

- 8:30 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
- 8:30 AM 1. CONSULTING CONTRACT WITH GDMS, LLC
Michelle Gordon, County Administrator
- 8:35 AM 2. AMENDMENT TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE
Michelle Gordon, County Administrator
- 8:40 AM 3. AFSCME COLLECTIVE BARGAINING MEMORANDUM OF
UNDERSTANDING APPROVAL
Michelle Gordon, County Administrator; Chip Rose, Director, Human Resources
- 8:45 AM CLOSED SESSION – *(To consult with counsel to obtain legal advice on a legal matter*
(7). Open session discussion would breach attorney/client privilege.
- *Legal advice pertaining to statutory interpretation and potential litigation.)*
- 9:00 AM RECONVENE IN OPEN SESSION

ADJOURNMENT

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

You may also contact each Commissioner individually at:

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

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

Neil C. Parrott, Commissioner: nparrott@washco-md.net or (240) 313-2206;

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

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

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



Open Session Item

SUBJECT: Consulting Contract with GDMS, LLC

PRESENTATION DATE: May 21, 2026

PRESENTATION BY: Michelle Gordon, County Administrator

RECOMMENDATION: Move to Approve Contract for Services with GDMS, LLC

REPORT-IN-BRIEF: Contract for Consulting Services pertaining to assessment and review of County water and sewer service areas.

DISCUSSION: As the County continues to grow, the need to plan for the provision of essential services, including water and sewer, becomes increasingly important. GDMS, LLC is proposing to serve in a consulting and support capacity to County leadership as it assesses existing infrastructure and future water and sewer needs of Washington County.

FISCAL IMPACT: N/A

CONCURRENCES: N/A.

ALTERNATIVES: N/A

ATTACHMENTS: Copy of Contract

VISUAL NEEDS: None.

Contract for Services

This Contract for Services ("Contract") shall be effective May __, 2026 ("Effective Date") by and between the Board of County Commissioners of Washington County, Md. of 100 W. Washington Street, Hagerstown, Maryland 21740 ("Recipient"), and GDMS, LLC of 147 Sunflower Drive, Hagerstown, Maryland 21740 ("Provider").

Description of Services. Beginning on the Effective Date, the Provider will provide to the Recipient the following services (collectively, "Services"):

Provide consulting and support services, as directed, to facilitate management discussion and decision making with regard to public utility adequacy.

Objectives may include:

- Assessing the existing capacity and deficiencies of the water and/or sewer service in areas of Washington County
- Reviewing regulatory requirements with regard to providing water and/or sewer service in said areas
- Reviewing and analyzing the future growth projections for Washington County, and the impact that growth will have on water and sewer services throughout those areas
- Examining the water and sewer services provided by neighboring regions and other counties and municipalities that may impact service availability
- Considering various options as to how future water and/or sewer services can be achieved in an efficient and cost effective manner, while ensuring that the system will continue to service public health needs of the residents of areas evaluated
- Considering how to balance the current and future economic development objectives of Washington County with issues arising from water and sewer service in those areas
- Considering the readiness with which service providers used by Washington County are equipped to handle the water and/or sewer needs of these areas, in conjunction with the future growth of Washington County
- Considering overall efficiency and general cost analysis of creating joint or individual utility projects that would support Washington County objectives with regard to provision of services
- Identify critical areas of immediate need with regard to utility services in Washington County
- Evaluate how to meet those needs through infrastructure improvements, consolidation of services, joint service agreements, or regional projects

The above listed tasks are to be considered examples of tasks that may be assigned. The scope of consulting services may include other tasks not identified, and may also include services outside of utility evaluations if directed. Information collection and evaluation thereof may also be subcontracted by Provider to other specialists with specific subject matter expertise. It is to be understood that information needed to complete assigned tasks may require access to County employees and data, as approved by the County Administrator. Within thirty (30) days of the Effective Date, the Provider will meet and confer with either the County Administrator or Recipient to discuss the initial objectives the Provider expects for the development of a scope of work to undertake and a general timeline in which the Provider anticipates completion of the objectives. Thereafter the Provider will continue to update the County Administrator and Recipient on the scope of work which shall be for informational purposes only and may be revised or otherwise amended by Provider or at the request of Recipient.

Payment. Payment shall be made to the Provider in regular payments of \$70.00 per hour inclusive of de minimis copying and mileage, until termination of this Contract.

- If payment in any calendar year remains less than \$72,000, a Social Security offset of \$37.50 per hour will be added to each invoice.
- If sub-consultants are used, hours will be detailed separately and a surcharge of \$25 per hour will be charged.

In addition to any other right or remedy provided by law, if the Recipient fails to pay for the Services when due, the Provider has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

Term/Termination. This Contract will terminate upon ten (10) days' written notice by either party, with or without cause, upon written notice to the other party. Provider shall receive payment for Services rendered prior to the termination date. An email notice to the other party will suffice.

Work Product Ownership. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, "Work Product") developed in whole or in part by the Provider in connection with the Services will be the exclusive property of the Recipient. Upon request, the Provider will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of the Recipient to the Work Product.

Confidentiality. The Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Provider or of any other client of Provider or divulge, disclose, or communicate in any manner any information that is proprietary to the Recipient. The Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any waiver, which shall be in writing, by the Recipient of these confidentiality obligations that allows the Provider to disclose the Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Conflicts of Interest. The Provider represents and warrants that its performance of the Services on behalf of the Recipient does not and will not create any conflict of interest arising from the Provider's work on behalf of any other client. The Provider further represents that it has disclosed to the Recipient any known or potential conflicts of interest as of the Effective Date. The Provider shall promptly notify the Recipient in writing, if at any time during the term of this Contract, the Provider becomes aware of any circumstances that may create an actual or potential conflict of interest with respect to the rendering of the Services. Upon receiving such notice, the Recipient may, in its sole discretion, determine whether such conflict requires modification of the Services or termination of this Contract.

Default. The occurrence of any of the following shall constitute a material default under this Contract:

- (a) The failure to make a required payment when due.

- (d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

Remedies. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including, without limitation, the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the Effective Date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

Force Majeure. If the performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party who is unable

to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remedy such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Alternative Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the following Alternative Dispute Resolution ("ADR") procedure.

If any controversies, claims, or disputes arising out of or relating to this Contract cannot be resolved through negotiation, they will be resolved by binding arbitration under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. The arbitrator's decision will be final, and any court with proper jurisdiction may enter judgment upon it. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

Relationship of Parties. The Provider is an independent contractor with respect to its relationship to the Recipient. Neither the Provider nor the Provider's employees is or shall be deemed for any purpose to be an employee of the Recipient. The Recipient shall not be responsible to the Provider, the Provider's employees, or any governing body for any payroll taxes related to the performance of the Services.

Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter contained herein. No other promises, warranties, representations, agreements, or understandings, whether oral or written, exist concerning this subject matter. This Contract for Services supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the parties.

Severability. If any provision of this Contract shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid, illegal, or unenforceable, but that by limiting such provision, it will become valid, legal, and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Amendment. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

Governing Law. This Contract shall be governed by the laws of Maryland.

Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person, by email with receipt acknowledged by the recipient, or by certified mail, return receipt requested to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Waiver. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Attorneys' Fees. If there is a dispute relating to any provisions in this Contract, the Provider is entitled to, and the Recipient shall pay, the costs and expenses incurred in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

Signatories. This Contract shall be signed on behalf of the Recipient by Michelle A. Gordon, County Administrator as authorized by majority vote of said Recipient, and on behalf of GDMS, LLC by Gregory B. Murray, Managing Partner, and shall be effective as of the date first above written.

The Recipient:

Washington County Government, Md.

Michelle A. Gordon,
County Administrator

Date

The Provider:

GDMS, LLC

Gregory B. Murray,
Managing Partner

Date



Open Session Item

SUBJECT: Amendment to Settlement Agreement and Mutual Release

PRESENTATION DATE: May 21, 2026

PRESENTATION BY: Michelle Gordon, County Administrator

RECOMMENDATION: Move to Approve Amendment to Settlement Agreement and Mutual Release.

REPORT-IN-BRIEF: Amendment to Settlement Agreement and Mutual Release by and between the County and JG Business Link International, Inc. (JGBLI) provides for an update as to the responsibilities of certain infrastructure updates.

DISCUSSION: The Board of County Commissioners of Washington County and JG Business Link International, Inc. entered into a Settlement Agreement and Mutual Release dated August 15, 2019. The Settlement Agreement among other items set forth responsibilities for constructing infrastructure on the parcel of former Fort Ritchie owned by JGBLI. In the continued support of the redevelopment of the Fort, the County and JGBLI have agreed to amend the Settlement Agreement as more particularly stated therein.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Copy of Amendment

VISUAL NEEDS: None.

AMENDMENT TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS AMENDMENT TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the “Amendment”) is made this ___ day of _____, 2026, by and between the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the “County”) and JG BUSINESS LINK INTERNATIONAL, INC., a Maryland corporation (“JGBLI”), and its successors in interest to the property more particularly described herein. The County and JGBLI are hereby collectively referred to as the “Parties.”

WHEREAS, the Parties entered into a Master Developer Agreement (the “MDA”) dated November 15, 2016, with respect to the Parties’ efforts to redevelop certain property within the County commonly known as Fort Ritchie.

WHEREAS, the Parties thereafter rescinded and terminated the MDA pursuant to that Settlement Agreement and Mutual Release, dated August 15, 2019 (the “Settlement Agreement”).

WHEREAS JGBLI, through a related entity, is the owner of +/- 62.9 acres of real property (the “Property”) as shown on Preliminary/Final Plat Lots 1 & 2 Lands of Cascade Town Centre Development, LLC, recorded among the Plat Records of Washington County, Maryland at Plat No. 11530, attached hereto and incorporated herein as Exhibit A.

WHEREAS, in furtherance of the Parties’ respective obligations under the Settlement Agreement, the Parties hereby agree to amend the Settlement Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above recitals are incorporated herein and made a part of this Amendment.
2. County Improvements to Sewer System. The parties hereby agree to amend Paragraph 6(k) of the Settlement Agreement. The County shall undertake improvements to the private sewer system servicing the Property (the “Sewer Improvements”). The Sewer Improvements shall be built to applicable standards of the County. Upon completion of the Sewer Improvements, and written notice by the County, JGBLI shall effectuate the transfer of the private sewer system to the County and incorporation of the Sewer Improvements into the County’s public sewer infrastructure. Upon acceptance of the sewer system, standard billing practices shall apply.
3. JGBLI Construction of Roads. Upon the completion of the Sewer Improvements by the County, JGBLI hereby agrees to improve the following roads, N. Boyd Street,

Cushman Avenue, Hart Avenue, and Lake Wastler Drive (collectively, the “Roads”), to County standards and complete the scope of work as set forth in Exhibit B. Exhibit B shall serve as a general understanding of the improvements to be made to the Roads. However, the County retains the right to approve the final design of the Roads, which said approval shall not be unreasonably withheld.

4. Dedication of the Roads. Upon completion of the improvements to the Roads, JGBLI agrees to dedicate the Roads to the County by executing a deed of dedication in form acceptable to the County. Upon execution of the deed of dedication, the County shall accept the Roads and incorporate the Roads into the County’s public road network.
5. The Settlement Agreement, except as modified herein, constitutes the entire agreement between the Parties for the settlement of their disputes and the release of their claims and potential claims, shall remain in full force and effect and be construed without regard to any presumption or other rule requiring construction against the Party or Parties who caused it to be drafted. It is the intent of the parties that this Amendment, to the extent necessary and as permitted by law, is to operate in conjunction with JGBLI’s subdivision of Lots 2-A through 2-V on Exhibit A.
6. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same amendment. Transmission of an executed counterpart by electronic mail shall be sufficient to evidence the binding agreement of a Party to the terms hereof.
7. This Amendment shall be governed by and controlled by the laws of the State of Maryland.

IN WITNESS WHEREOF, the Parties, by and through their undersigned representatives, have set their hands and seals, with authorization and knowledge, as of the date of this Amendment.

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

WITNESS

By: _____ (SEAL)

John F. Barr, President

JG BUSINESS LINK INTERNATIONAL, INC.

WITNESS

By: _____ (SEAL)

Gun Seon Lee, Chair

Approved as to legal form and sufficiency:

Zachary J. Kieffer, County Attorney



Open Session Item

SUBJECT: AFSCME Collective Bargaining Memorandum of Understanding Approval

PRESENTATION DATE: May 21, 2026

PRESENTATION BY: Michelle Gordon, County Administrator, Chip Rose, Director of Human Resources

RECOMMENDATION: Move to Approve Memorandum of Understanding between Board of County Commissioners and Maryland Public Employees Council 3, AFSCME, AFL-CIO and Local 2677, AFL-CIO

REPORT-IN-BRIEF: AFSCME representatives presented County staff with a proposed Memorandum of Understanding, extended the current bargaining agreement for Five (5) years.

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Memorandum of Understanding

AUDIO/VISUAL NEEDS: None

MEMORANDUM OF UNDERSTANDING

between

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

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

for

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

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

A. Wages

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

B. Remaining Terms & Conditions

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

C. Agreement Regarding Mid-Term Changes

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

D. Duration

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

AGREED AND ACCEPTED:

THE COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

DATE: _____

By: _____

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

DATE: _____

By: _____