

RESOLUTION NO. 1825

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND EXTENDING FOR ONE YEAR (UNTIL JUNE 30, 2010) THE AGREEMENT BETWEEN THE CITY OF SALISBURY, MARYLAND AND WICOMICO COUNTY, MARYLAND FOR THE DELIVERY OF FIRE, RESCUE, ADVANCED OPERATIONS AND EMERGENCY MEDICAL SERVICES

WHEREAS, in May 2005, the City of Salisbury and Wicomico County entered into an agreement for the delivery of fire, rescue, advanced operations and emergency medical services by the City to the area identified as the Salisbury Fire District in exchange for financial considerations from the County as outlined in a formal written agreement, a copy of which is attached hereto; and

WHEREAS, this agreement was for a period of three years, commencing on July 1, 2005 and terminating on June 30, 2008, with a provision for an automatic renewal for an additional three year period unless either party notified the other six-months in advance that it wished to terminate the agreement; and

WHEREAS, the Mayor of the City of Salisbury notified the County Executive on December 31, 2007 that the City wished to terminate the existing agreement so that the parties would have an opportunity to renegotiate its terms; and

WHEREAS, the City Council and County Council agreed to an extension of this agreement (to June 30, 2009) because neither the City nor the County had been able to conduct in-depth discussions on this agreement; and

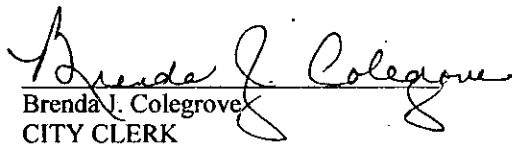
WHEREAS, both the Mayor of the City of Salisbury and the Wicomico County Executive believe that it is in the best interest of the City and the County that the City continue to provide these services to the Salisbury Fire District while a new agreement is being formulated; and

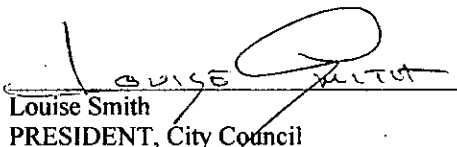
WHEREAS, the County Council has agreed to extend the current agreement until June 30, 2010 in order to give both sides an opportunity to fully discuss this matter;


NOW, THEREFORE, BE IT RESOLVED by the Salisbury City Council that the existing agreement between the City of Salisbury and Wicomico County for the provision by the City of fire, rescue, advanced operations and emergency medical services be extended for one year, from July 1, 2009 through June 30, 2010 so that the City and County can have an opportunity to discuss and reach agreement on the terms of a new agreement.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 14th day of September, 2009 and is to become effective immediately upon adoption.

ATTEST:

  
Brenda J. Colegrove  
CITY CLERK

  
Louise Smith  
PRESIDENT, City Council

  
James Ireton, Jr.  
MAYOR, City of Salisbury

**Agreement Between**  
**The City of Salisbury, Maryland**  
**And**  
**Wicomico County, Maryland**  
**For the Delivery of**  
**Fire, Rescue, Advanced Operations and**  
**Emergency Medical**  
**Services**

**May 2005**

*This Agreement* entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005

by and between the City of Salisbury, Maryland ("the City"), a municipal corporation and Wicomico County, Maryland ("the County"), a body politic and corporate of the State of Maryland.

*Whereas*, the City of Salisbury Fire Department is equipped to provide fire, rescue, advanced operations service, (including, but not limited to, haz-mat, technical rescue, trench rescue services) and emergency medical services to the residents of the City; and

*Whereas* the County desires to provide those services to residents outside of the City limits in a cooperative effort with the City; and

*Whereas*, the City has extended those services to residents and property owners outside of the corporate limits in the area designated as the Salisbury Fire District in exchange for financial contributions from the County.

*Now, Therefore, This Agreement Witnesseth*, that in consideration of the premises and of the mutual covenants and agreements herein made by and between the parties, and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**A. General**

The City agrees to provide unto the Salisbury Fire District full and complete fire protection, rescue including advanced operations service and emergency medical response and transport at the same level of service that it provides such services to residents of the City. The City also agrees to provide these same services to the areas of Wicomico County that are outside of the Salisbury Fire District as specified in this agreement. The City also agrees to provide advance operation service to all areas of Wicomico County. In return for said services, the County agrees to pay unto the City, the sums of money as described in Section C, Terms and Conditions, of this agreement.

**B. Scope of Services**

1. The City shall provide fire protection and other emergency operations services to the area known and referred to as the Salisbury Fire District. The Salisbury Fire District shall include all of the service areas for each of the department's fire stations (1,2, 16), including all incorporated areas of the City of Salisbury and all areas in Wicomico County outside of the corporate City limits but within the boundaries as established through the Chiefs Association's standard operating procedures. The Salisbury Fire District is illustrated in Appendix A.
2. The City shall provide "advanced life support emergency medical response and transport" (ALS) to the Salisbury Fire District and the Fruitland Fire District. (Appendix B) If the Fruitland Fire Department agrees to provide ALS within its respective fire district, this clause shall become null and void in accordance with provisions of Section C-2, Terms and Conditions, of this agreement.
3. The City will abide by all the Terms and Conditions in Chapter 39 of the Wicomico County Code, "Fire and Ambulance Companies and Rescue Squads."
4. The City shall provide advanced operations services to the Salisbury Fire District. Upon mutual aid request, the City shall provide advanced operation service to all areas of Wicomico County, including areas that are outside of the Salisbury Fire District. Advanced operations services may include, but are not limited to, haz-mat, confined space entry/rescue, trench collapse/rescue or other technical rescue services developed and implemented by the City at a future date.
5. The volunteer fire corporations of Wicomico County do not currently have full service haz-mat units. The City shall provide countywide haz-mat services to Wicomico County. In the event the County and/or the volunteer corporations agree to provide haz-mat service to all areas of Wicomico County outside of the Salisbury Fire District, this clause shall become null and void in accordance with provisions of Section C-3, Terms and Conditions, of this agreement.

#### C. Terms and Conditions

1. The County hereby agrees to pay to the City a sum of money for emergency medical services in Wicomico County, including Fruitland, that is equivalent to ~~five~~ <sup>four</sup> (4) emergency medical service appropriations made annually to volunteer fire departments that provide ALS service. Payments shall be made directly to the City.
2. The City and County hereby agrees that, if at any time in the future the Fruitland Fire Department desires to provide ALS service they, the Fruitland Fire Department, shall be required to notify Wicomico County and the City of Salisbury three (3) months prior to the intended implementation of this service. Upon implementation of the new service, the agency establishing this service

shall be removed from this agreement, and one appropriation from item C-1 for each company that begins to provide this service will be terminated from the City's appropriations.

3. The County hereby agrees to pay to the City for advanced operations service, (including, but not limited to, haz-mat, technical rescue, trench rescue services) a sum of money equal to that appropriated annually in the form of Fire Operations and Sinking Fund Grants to a volunteer fire company in Wicomico County outside of the Salisbury Fire District that provides fire service. This sum is contingent on the County and/or the volunteer corporations outside of the City not having their own advanced operations operation. If at any time the County or the volunteer corporations outside of the City create a full-service advanced operations services or any portions thereof, the County Council has the option to discontinue direct funding of advanced operations to the City in subsequent fiscal years.
  - 1) The City hereby agrees to provide a full accounting for all advanced operations service expenditures and reimbursements to Wicomico County.
  - 2) The issue of reimbursement for advanced operations shall be as delineated by separate agreement between the City of Salisbury, Wicomico County, Wicomico County Chief-s Association, Emergency Management and other interested agencies.
4. The County hereby agrees to pay each of the 3 volunteer fire departments within the City the same amount that it appropriates to each volunteer fire department in the County.

(Appendix C provides an example of payments due the City.)

#### D. Length of Agreement

The parties hereto agree that this Agreement shall be for a term of three (3) years, commencing on July 1, 2005, and terminating on June 30, 2008. This agreement shall automatically renew for an additional three (3) year term subject to either party having the right to terminate the Agreement by giving at least six (6) months advance written notice.

#### E. Other Considerations

1. The City shall provide professional consultation and cooperation from the Salisbury Fire Department to any County Office or Agency on issues affecting fire response, prevention, rescue, emergency medical services, or disaster response.

2. This Agreement and the Exhibits hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written. No party hereto shall be liable or bound to the other in any manner except as specifically set forth herein. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

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

City of Salisbury, Maryland  
By: James F. Hefner  
Mayor

By: Michael P. [Signature]  
City Council President

By: J. [Signature]  
City Administrator

Wicomico County, Maryland  
By: Anthony [Signature]  
County Council President

By: [Signature]  
Administrative Director

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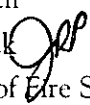
**INTER**

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**OFFICE**

**MEMO**

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## Office of the Mayor

**To:** City Council  
**From:** John R. Pick   
**Subject:** Extension of Fire Service Agreement  
**Date:** September 8, 2009

Attached is a resolution which would extend the current Fire Service Agreement between the City and the County for one year (through June 30, 2010) to allow time for the City and County to re-negotiate the agreement. The current agreement was set to expire on June 30, 2008 but would have automatically renewed for an additional three years unless either the City or the County indicated in writing, with six months notice, that they wanted the agreement to expire. Mayor Tilghman sent notice to County Executive Rick Pollitt on December 31, 2007 of the City's desire to terminate the current agreement and to re-negotiate its terms. Since that notice was sent, the City and County have been unable to meet and discuss the terms of a new agreement. Last year, both the City and County Council's agreed to extend the agreement for one year (through June 30, 2009). The County Council has already agreed to an extension of the agreement for another year. The City staff has been working on identifying optional approaches to this agreement and submitted a report to the City Council, which was discussed at your July 20, 2009. With this direction, we will be ready to meet with the County representatives.

If you have any questions, please let me know.

cc: Mayor Ireton  
Paul Wilber  
Acting Chief Rick Hoppes  
Brenda Colegrove