

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2017 Legislative Session

Legislative Day No. 11

Resolution No. 72-2017

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF SALISBURY, MARYLAND AND WICOMICO COUNTY, MARYLAND FOR THE DELIVERY OF FIRE, RESCUE, ADVANCED OPERATIONS AND EMERGENCY MEDICAL SERVICES (FIRE SERVICES AGREEMENT), AND TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE THE FIRE SERVICES AGREEMENT.

WHEREAS, the Salisbury Fire Department is equipped to provide fire, rescue, advanced operations, and emergency medical services to the residents of the City; and

WHEREAS, the County desires that these services be provided to the residents and property owners outside of the City of Salisbury corporate limits; and

WHEREAS, the City has agreed to provide these services to the residents and property owners outside of the corporate limits in the area designated as the Salisbury Fire District in exchange for financial reimbursements and contributions from the County; and

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by entering into the Fire Services Agreement, attached hereto as Exhibit A.

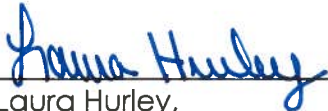
NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland as follows:

1. The Agreement between the City of Salisbury, Maryland and Wicomico County, Maryland for the Delivery of Fire, Rescue, Advanced Operations and Emergency Medical Services (Fire Services Agreement), in substantially the same form attached hereto as Exhibit A, is hereby approved.
2. The County Executive is hereby authorized to execute the Agreement between the City of Salisbury, Maryland and Wicomico County, Maryland for the Delivery of Fire, Rescue, Advanced Operations and Emergency Medical Services (Fire Services Agreement), in substantially the same form attached hereto as Exhibit A.

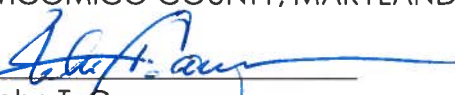
Done at Salisbury, Maryland, this 16th day of May, 2017.

ATTEST:

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND



Laura Hurley,
Council Administrator



John T. Cannon,
Council President

CERTIFICATION

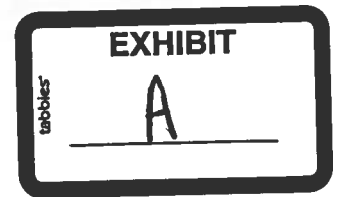
This Resolution was Adopted , Adopted with Amendments ____, Failed ____, Withdrawn ____ by the
County Council on May 16, 2017.

Certified by 

Laura Hurley, Council Administrator

AGREEMENT BETWEEN
THE CITY OF SALISBURY, MARYLAND
AND
WICOMICO COUNTY, MARYLAND
FOR THE DELIVERY OF
FIRE, RESCUE, ADVANCED OPERATIONS
AND
EMERGENCY MEDICAL SERVICES

APRIL 2017



THIS AGREEMENT entered into this 7th day of APRIL, 2017,
by and between the CITY OF SALISBURY, MARYLAND (hereinafter referred to as "City"), a
municipal corporation of the State of Maryland, and WICOMICO COUNTY, MARYLAND
(hereinafter referred to as "County"), a body politic and corporate of the State of Maryland,
(hereinafter referred to as the "Agreement"), to wit:

WHEREAS, the City of Salisbury Fire Department is equipped to provide fire, rescue,
advanced operations service, (including, but not limited to, hazardous materials (Hazmat),
technical rescue, trench rescue services), and emergency medical services to the residents of the
City; and

WHEREAS, the County desires to provide these services to residents outside of the City
corporate limits in a cooperative effort with the City; and

WHEREAS, the City will extend these services to residents and property owners outside
of the corporate limits in the area designated as the Salisbury Fire District in exchange for
financial reimbursements and contributions from the County.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and 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.

1. The City agrees to provide within the Salisbury Fire District full and complete fire
protection and rescue, including advanced operations service, and emergency medical

response and transport (EMS) and advanced life support and transport (ALS) at the same level of service that it provides such services to residents of the City.

2. The City agrees to provide advanced operations services to the areas of Wicomico County that are outside of the Salisbury Fire District.
3. In return for said services, the County agrees to pay unto the City, the sums of money as described in Section C, Reimbursement, of this Agreement.

B. Service Area – Scope of Service.

1. The City shall provide fire, rescue, and advanced 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 and 16), including all incorporated areas of the City and all areas in the County outside of the corporate City limits but within the boundaries as established through the Wicomico County Chiefs Association, as defined in Appendix A. The Salisbury Fire District may only be amended by agreement of the County, the City, the Wicomico County Chiefs Association.
2. The City shall provide emergency medical service (EMS) and advanced life support emergency medical response and transport (ALS) to the Salisbury Fire District in accordance with the Terms and Conditions in Chapter 39 of the Wicomico County Code, "Fire and Ambulance Companies and Rescue Squads."
3. The City shall provide advanced operations services to the Salisbury Fire District. Upon mutual aid request, the City shall provide advanced operations services to all areas of Wicomico County, including areas that are outside the Salisbury Fire District. Advanced operations services may include, but are not limited to, hazardous

materials (Hazmat), confined space entry/rescue, trench collapse/rescue or other technical rescue services developed and implemented by the City at a future date.

C. Reimbursement.

1. The County hereby agrees to pay to the City for fire, rescue, advanced operations services, advanced life support and emergency medical response and transport services, according to the following schedule:
 - a. Fire-Rescue Call Reimbursement: The number of 911 Center confirmed dispatches X \$300.00 per call X percent not covered by insurance reimbursement. (See Appendix B)
 - b. No Transport EMS and ALS Calls Reimbursement: The number of 911 Center confirmed EMS and ALS calls X \$100.00 X percent not covered by insurance reimbursement. (See Appendix B)
 - c. Transport EMS Calls Reimbursement: The number of 911 Center confirmed EMS calls X \$405.00 X percent not covered by insurance reimbursement. (See Appendix B)
 - d. There will be an overhead reimbursement from the County to the City in the amounts listed below. This will not change the reimbursement to the City by the responsible party for bills for service according to County Code Chapter 158.

Advanced Operations Services Stipend:

Year 1 – \$71,500

Year 2 – \$45,000

Year 3 – \$25,000

Year 4 – \$0.00

Year 5 – \$0.00

D. Annual Review.

1. In January of each year, the County and the City shall review the insurance reimbursements percentage for all calls set forth in Paragraph C(1)(c) above for the prior twelve (12) months. The County and the City shall agree upon a revision of the insurance reimbursement percentage by March 15 of each year or the insurance reimbursement percentage shall remain unchanged. Any change in the reimbursement percentage shall be effective on July 1st of the next fiscal year.
2. The City and County shall rely on the statistical data provided by the City of Salisbury Fire Department, the County Department of Emergency Services, the County G.I.S. office, and the Maryland Department of Assessment and Taxation in reviewing the amount of insurance reimbursement and rates.

E. Collection

The City will initially perform collection efforts on all calls described above in Paragraph (C)(1)(c). By July 31st of each year, the City shall provide the County with any uncollected accounts outside of the City corporate limits, and the County may commence independent collection efforts.

F. Mutual Aid Calls

Neither the City nor the County shall receive any reimbursement for mutual aid calls for fire, rescue or emergency medical services. The City may, however, bill the recipient for emergency medical services as is its current practice.

G. Self-Dispatched Calls

Neither the City nor the County shall receive any reimbursement for self-dispatched calls for fire, rescue or emergency medical services. The City may, however, bill the recipient for emergency medical services as is its current practice.

H. Length of the Agreement

The parties hereto agree that this Agreement shall be for a term of five (5) years; commencing on July 1, 2017, and terminating on June 30, 2022. If the reimbursement formula set forth in Paragraph C becomes financially untenable for either party due to material unforeseen changes in insurance coverage or payments, then either party shall have the right to terminate the Agreement by giving at least six months advance written notice to the other party.

I. 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 Appendices 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.
3. No party hereto shall be liable or bound to the other in any manner except as specifically set forth herein.
4. 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 above written.

CITY OF SALISBURY, MARYLAND

By: 

Jacob Day, Mayor

By: 

Julia Glanz, City Administrator

WICOMICO COUNTY, MARYLAND

By: 

Bob Culver, County Executive

By: 

Wayne Strausburg,
Director of Administration

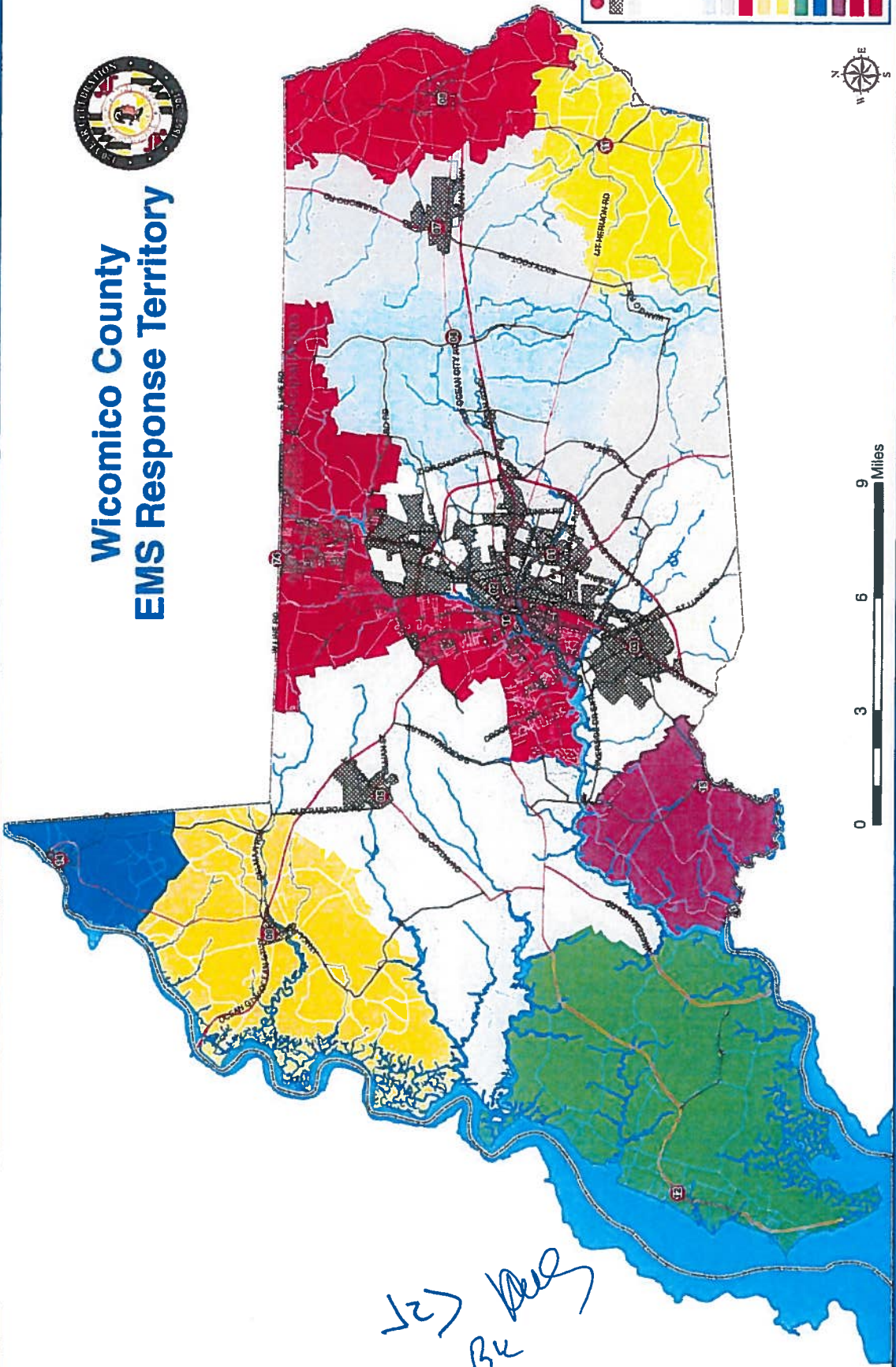
This Agreement is subject to the approval and appropriation by the County Council and City Council.

APPENDIX A
(Salisbury Fire District Map)

A handwritten signature in black ink, appearing to be 'W. J. ...', located in the lower right quadrant of the page.



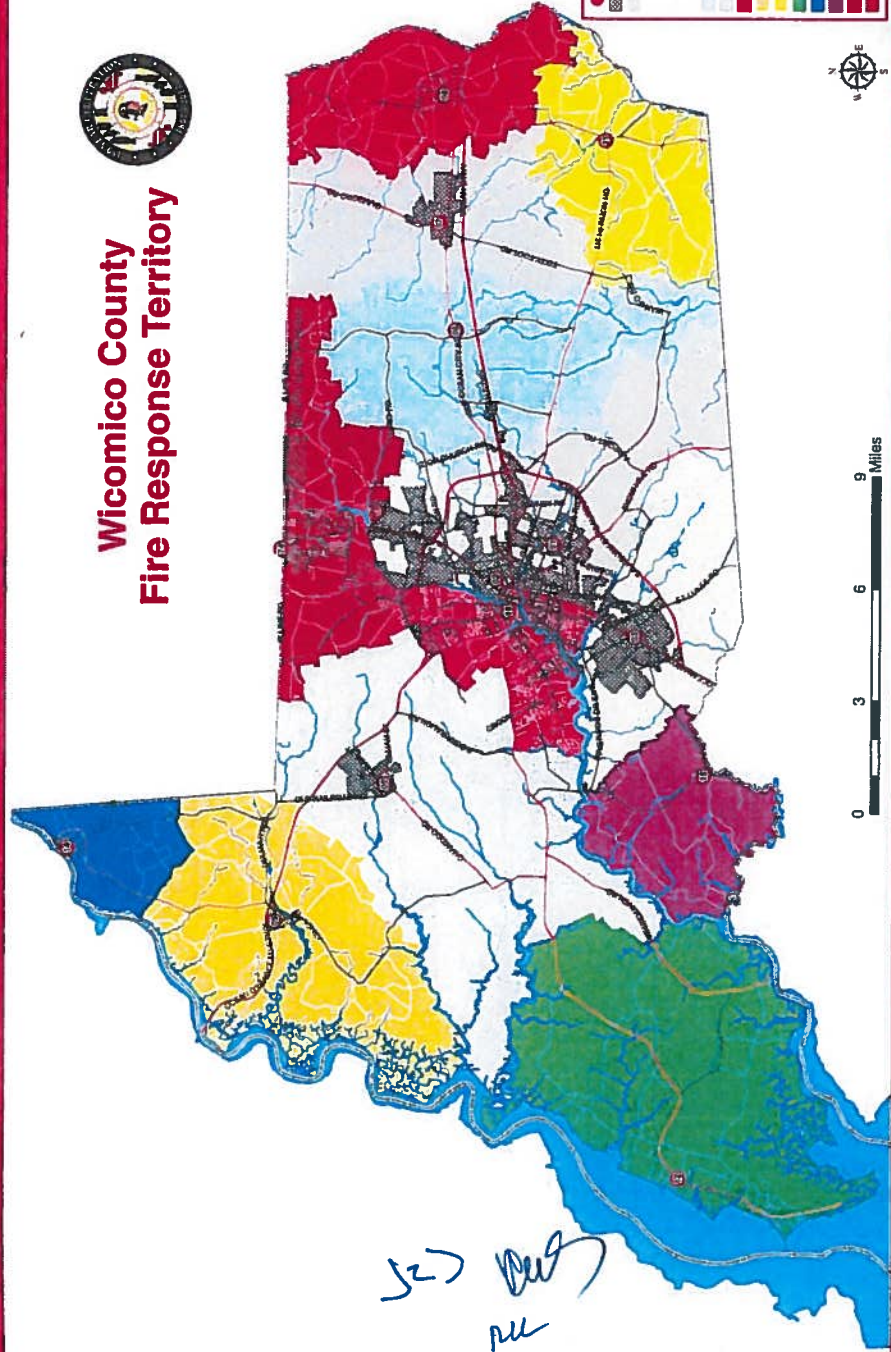
Wicomico County EMS Response Territory



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BK



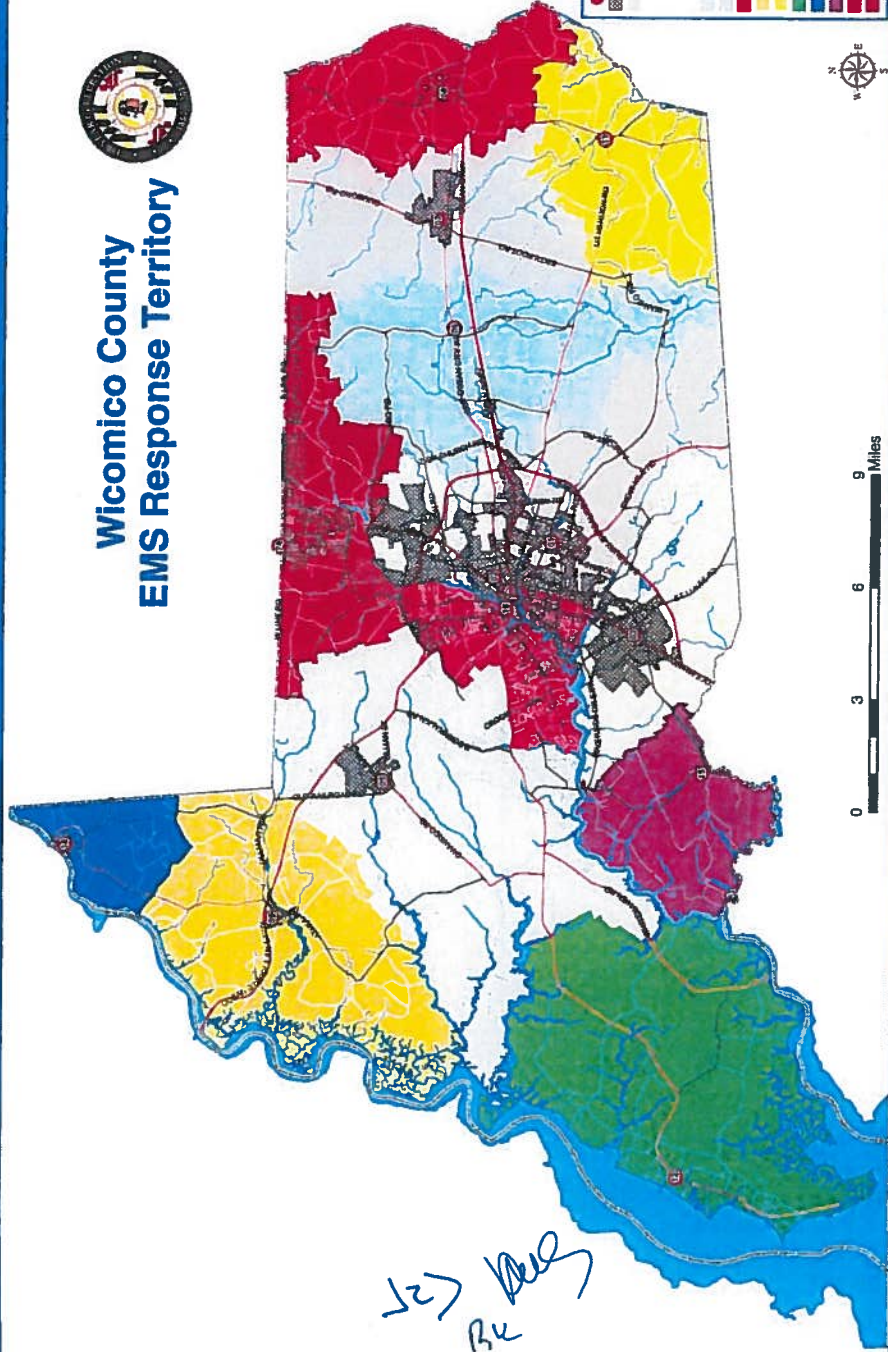
Wicomico County Fire Response Territory



●	Five Departments
■	Municipal Areas
01	Salisbury
02	Salisbury
03	Fruitland
05	Hebron
06	Parsonsburg
07	Pileville
08	Willards
09	Maryland
11	Pownsville
12	Weasdale
14	Sharptown
15	Allen
16	Salisbury
74	Delmar



Wicomico County EMS Response Territory



JEV
BE

APPENDIX B
(REIMBURSEMENT FORMULA per 100 Calls)

CALLS	NO	RATE	PERCENTAGE UNREIMBURSED BY INSURANCE	PAID BY COUNTY TO CITY
Fire and Rescue	100 X	\$300.00		\$30,000.00
Non-transport EMS	100 X	\$100.00		\$10,000.00
Transport EMS	100 X	\$405.00 X	40% =	\$16,200.00

