

**ORDINANCE NO. ORD-2025-20**

**(Designation of County Fire Marshal)**

**RECITALS**

It has been recommended that the Board of County Commissioners of Washington County, Maryland (the "County") enter into a Memorandum of Understanding (the "MOU") between the Office of the State Fire Marshal (the "State Fire Marshal") and the County, and to designate a County Fire Marshal.

The Office of the Fire Marshal (the "Fire Marshal") is hereby authorized and established as an office (the "Office") within the Washington County Permits Department (the "Department"). The Fire Marshal shall be responsible for the functions of the Office as prescribed by the Code of Maryland Regulations (COMAR) Title 6, and in accordance with the MOU between the State Fire Marshal and the County acting on behalf of the Department regarding the roles and responsibilities of the Office and the State Fire Marshal in carrying out their respective missions in Washington County, Maryland.

The Board desires to designate Gregory Cartrette as its Fire Marshal on behalf of Washington County, Maryland, in accordance with the MOU.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that:


1. The County shall enter into an MOU with the State Fire Marshal; and
2. Gregory Cartrette is appointed as Fire Marshal for Washington County, Maryland.

Adopted and effective this 24 day of June, 2025.

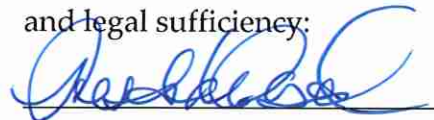
ATTEST:

  
Dawn L. Marcus, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

  
John F. Barr, President

Approved as to form and  
and legal sufficiency:

  
Rosalinda Pascual  
Deputy County Attorney

Mail to:

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

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE OFFICE OF THE STATE FIRE MARSHAL  
AND  
BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY  
REGARDING THE ROLES AND RESPONSIBILITIES OF EACH AGENCY IN CARRYING OUT THEIR  
MISSIONS IN WASHINGTON COUNTY, MARYLAND**

This Memorandum of Understanding (MOU) is made this 9th day of July, 2025, by and between the Board of County Commissioners of Washington County (County) and the Office of the State Fire Marshal (OSFM).

It is the intent of the County to manage the County's compliance with the State Fire Prevention Code.

Previous to this agreement, the Office of the State Fire Marshal was the primary agency responsible for enforcing the State Fire Prevention Code within Washington County.

The County and the OSFM are entering into this MOU to define and clarify specific authorities, roles, and responsibilities.

Therefore, the County and the OSFM do hereby promise and agree as follows:

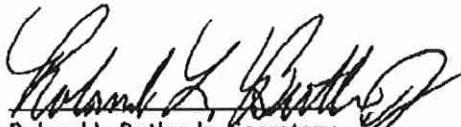
1. The County will serve as the principal agency for managing the County's compliance with the State Fire Prevention Code and other applicable fire safety laws and standards in accordance with Item 5 of this MOU.
2. The Washington County Director of Permits & Inspections/Code Official may serve as an Assistant State Fire Marshal-Inspections, as prescribed in §6-304 of the Maryland Public Safety Article.
3. The Washington County Fire Inspectors may be delegated authority as Special Assistant State Fire Marshals by the State Fire Marshal, as prescribed in §6-304 of the Maryland Public Safety Article.
4. The OSFM will have primary responsibility for the following activities in Washington County:
  - a. Plan review and inspections for all;
    - i. new and existing CMS-certified health care and ambulatory health care facilities,
    - ii. educational facilities,
    - iii. state-licensed foster care homes, and
    - iv. state-licensed day care facilities, as defined by the State Fire Prevention Code.
    - v. new and existing state-owned properties.
    - vi. new and existing facilities and properties requiring a state license to operate.
    - vii. all public fireworks displays, and consumer fireworks retail facilities and properties
  - b. Review and inspection, including the witnessing of tests, of fire protection systems associated with the above-listed occupancies.
  - c. The completion of all fire protection matters on all projects submitted to the OSFM for review or request for inspection before the effective date of this MOU.
  - d. Technical assistance to the County on fire protection matters.
  - e. The collection of fees for services provided by the OSFM in accordance with §6-308 of the Maryland Public Safety Article.
  - f. The investigation of all fire and explosive incidents.

5. The County will have the primary responsibility for the following activities in Washington County:
- Plan reviews and inspections for all new and existing buildings within Washington County housing occupancy classifications and conditions not listed in Item 4 of this MOU.
  - Complaints regarding fire protection matters in all new and existing buildings housing occupancy classifications and conditions not listed in Item 4 of this MOU.
  - Review and inspection, including the witnessing of tests, of fire protection systems associated with occupancies and conditions not listed in Item 4 of this MOU.
  - The collection of fees for services provided by the County in accordance with established procedures.
6. Appeals on matters regarding requirements of the State Fire Prevention Code shall be directed to the State Fire Prevention Commission by the County, as prescribed in §6-501 of the Maryland Public Safety Article.
7. The County will provide documentation and statistical data on the enforcement of the State Fire Prevention Code as requested by the OSFM.
8. The County and the OSFM agree to collaborate in furthering each agency's goals.
9. Neither party waives any immunities of defense available in law or equity.
10. This MOU shall be governed by the laws of the State of Maryland, and the forum and jurisdiction for any disputes or claims shall rest in Washington County, Maryland.
11. The designations granted in Items 2 and 3 may only be terminated in accordance with §6-304 of the Maryland Public Safety Article.
12. The term of this MOU shall be for one year, with five-year automatic renewals. Either party may terminate this MOU for convenience with thirty days' notice.

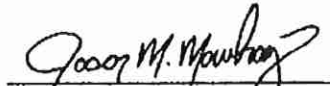
This agreement shall become effective on July 1st, 2025.

Signed and adopted this 9th day of July, 2025.

Witness

  
Roland L. Butler Jr., Secretary  
Maryland Department of State Police

Witness

  
Jason M. Mowbray  
Acting State Fire Marshal  
Office of the State Fire Marshal

Witness

  
NAME John F. Barr, President  
Washington County Government