



100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201
WWW.WASHCO-MD.NET

BOARD OF COUNTY COMMISSIONERS

October 24, 2023

OPEN SESSION AGENDA

- 8:30 AM INVOCATION AND PLEDGE OF ALLEGIANCE
 CALL TO ORDER, *President John F. Barr*
 APPROVAL OF MINUTES: *October 10, 2023*
 October 17, 2023
- 8:35 AM COMMISSIONERS' REPORTS AND COMMENTS
- 8:45 AM STAFF COMMENTS
- 8:50 AM CITIZEN PARTICIPATION
- 9:00 AM HCC DENTAL HYGIENE PROGRAM – RECOGNIZING DENTAL HYGIENE MONTH
 Dr. James Klauber, President, Hagerstown Community College
- 9:10 AM NO-BID TAX SALE PARCELS – OUTSTANDING TAX CHARGE WAIVER
 Paul Fulk, Neighborhood Services Manager, City of Hagerstown Code Compliance
- 9:25 AM AGRICULTURE – FACES OF FARMING PRESENTATION
 Leslie Hart, Business Development Specialist, Business and Economic Development
- 9:30 AM PROCLAMATION FOR ECONOMIC DEVELOPMENT WEEK
 Washington County Board of County Commissioners presented to the Department of Business and Economic Development
- 9:35 AM OAK RIDGE PUMP STATION UPGRADES
 Mark D. Bradshaw, Director, Environmental Management
- 9:45 AM JAIL BASED MEDICATION ASSISTED TREATMENT (MAT) AND REENTRY PROGRAM – APPROVAL TO ADJUST BUDGET
 Meaghan Willis, Program Director, Day Reporting Center
- 9:55 AM POLICE ACCOUNTABILITY TRIAL BOARD OAH STANDING AGREEMENT
 Zachary J. Kieffer, Assistant County Attorney

- 10:00 AM EMS MOU
R. David Hays, Director, Emergency Services; David Chisholm, Deputy Director, Emergency Services; Dale Fishack, President, Washington County Volunteer Fire and Rescue Association
- 10:05 AM RIDER JET CENTER HANGAR 26 LEASE AMENDMENT #4
Andrew Eshleman, Director, Public Works; Neil Doran, Director, Hagerstown Regional Airport
- 10:10 AM POTENTIAL LEGISLATIVE ISSUES
Kirk C. Downey, County Attorney; Zachary J. Kieffer, Assistant County Attorney
- 10:20 AM 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; To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; To consult with counsel to obtain legal advice on a legal matter; and To consult with staff, consultants, or other individuals about pending or potential litigation)*
- 2:15 PM RECONVENE IN OPEN SESSION
- 2:15 PM SECOND STAFF COMMENTS
- ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: HCC Dental Hygiene Program – Recognizing Dental Hygiene Month

PRESENTATION DATE: October 24, 2023

PRESENTATION BY: Dr. James Klauber, Hagerstown Community College

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: I would like to present to the Commissioners the success of the HCC Dental Hygiene program, the work of our clinic, the cost savings to Washington County residents who use the clinic, and the need for more citizens to use the clinic.

DISCUSSION: N/A

FISCAL IMPACT: Zero

CONCURRENCES: N/A

ATTACHMENTS: At the presentation, I will give the Commissioners a flyer with the services that we offer, our charges, and historical data on our work. I may also give them a toothbrush, floss, and some toothpaste.



Agenda Report Form

Open Session Item

SUBJECT: No-Bid Tax Sale Parcels – Outstanding Tax Charge Waiver

PRESENTATION DATE: October 24, 2023

PRESENTATION BY: Paul Fulk, Neighborhood Services Manager, City of Hagerstown Code Compliance

RECOMMENDED MOTION: The City of Hagerstown is requesting the BOCC to waive \$142,064.77 in uncollectable taxes on no-bid tax sale parcels within the City of Hagerstown's Corporate Boundary.

REPORT-IN-BRIEF: See attached memo

DISCUSSION: The 25 parcels being presented have been offered to tax sale for many years, but have not sold due to specific factors related to the property. The City wishes to take ownership of the parcels for subsequent transfer, preferably to non-profit entities, upon condition that those owners make the properties habitable, and return them to the tax roll. Empty parcels will be offered to adjacent land owners for inclusion into their plat.

FISCAL IMPACT: \$142,064.77 of uncollectable taxes.

CONCURRENCES:

ATTACHMENTS: 1.



CITY OF HAGERSTOWN, MARYLAND

Scott Nicewarner
City Administrator

One East Franklin Street • Hagerstown, MD 21740

E-mail: snicewarner@hagerstownmd.org

Telephone: 301.766.4168 • TDD: 301.797.6617 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Honorable John F. Barr, President
Washington County Board of County Commissioners

FROM: Scott Nicewarner, City Administrator

DATE: October 11, 2023

SUBJECT: Tax Sale Properties

Staff will be present at the October 24th meeting of the Board of County Commissioners to discuss next steps for the tax delinquent properties withheld or not purchased at the Tax Sale held on June 6th by Washington County Treasurer's Office.

Staff worked with the Washington County Treasurer's Office to determine the outstanding taxes owed to Washington County and Maryland. City staff are requesting a waiver of the Washington County taxes owed on the properties listed on the attached document. **The City's request to the County Commissioners will be a waiver of \$142,064.77 for the 25 parcels identified for acquisition through the state law and City Code Chapter 224.** The City will waive the **\$972,291.34** owed in City taxes and liens on the 25 parcels.

The taxes owed to the State of Maryland cannot be waived and will be paid by the City. The next step would be either to prepare the properties for transfer to the City or a direct transfer to new tax payers.

Attachments

- 2023 All Taxes Owed on tax delinquent properties

C: Michelle Gordon, County Administrator
Ann Rotz, City Attorney
Jason Morton, City Attorney
Paul Fulk, City of Hagerstown





Agenda Report Form

Open Session Item

SUBJECT: Agriculture – Faces of Farming Presentation

PRESENTATION DATE: Tuesday, October 24, 2023

PRESENTATION BY: Leslie Hart, Business Development Specialist, Department of Business and Economic Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: “Faces of Farming” is an agricultural-focused video marketing campaign that will showcase two local Washington County farms every month, for one year. The “Faces of Farming” marketing videos will be showcased on the County’s website, as well as Facebook and other social media platforms, and will target a new industry and highlight a local farmer from that specific agricultural industry. Additionally, the Faces of Farming marketing campaign will be utilized in Washington County Public Schools as an agricultural education element focused on kindergarten to Fifth grade students to connect Washington County youth directly with local farms.

DISCUSSION: Washington County’s agricultural business represents the backbone of the County’s landscape. With over 900 operating family farms and \$153,725,000 in market value of products sold, agriculture is the largest economic driver in Washington County. The “Faces of Farming” marketing campaign will aim to educate residents in Washington County, along with the surrounding States and Counties, about the economic impact of the Ag industry. Additionally, these videos will be used for agricultural education to numerous streams around Washington County, such as, 4-H and FFA (Future Farmers of America) meetings, Ag Expo and Fair, and they will be available on the Washington County Ag App and website.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: Yes - Faces of Farming Videos: 78 Acres of Smithsburg and Ag Expo and Fair Youth of Boonsboro



Agenda Report Form

Open Session Item

SUBJECT: Economic Development Week (October 23-27, 2023) Proclamation

PRESENTATION DATE: October 24, 2023

PRESENTATION BY: Board of County Commissioner to the Department of Business and Economic Development

RECOMMENDED MOTION: N/A

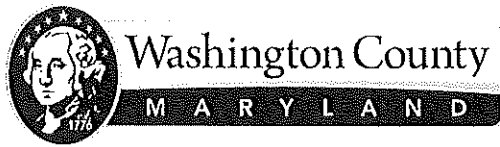
REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, the Washington County Department of Business Development is an active member of the Maryland Economic Development Association (MEDA), a non-profit organization established in 1961 who mission is to enhance the knowledge and skills of its members, encourage partnerships and networking among people committed to bringing jobs and capital to Maryland, and promote economic development as an investment in Maryland, and;

WHEREAS, MEDA members promote the economic well-being of Maryland by working to improve the State's business climate and the professionalism of those in the field of economic development including other professionals with an interest in the economy of Maryland, and through its regular meetings, special programs and projects, members address diverse issues, and;

WHEREAS, the economic growth and stability of the State affects all regions and jurisdictions of Maryland and the Washington County Department of Business Development is an important component of the State's economic success.

NOW THEREFORE, the Board of County Commissioners of Washington County, Maryland, do hereby proclaim the week of October 23-27, 2023, as "Economic Development Week" in Maryland. Economic Development Week in Maryland will highlight the investment in partnerships that strengthen our competitiveness in Washington County and ask all citizens to join us to recognize and reaffirm the importance of business development locally and statewide.



Agenda Report Form

Open Session Item

SUBJECT: Oak Ridge Pump Station Upgrades

PRESENTATION DATE: October 24, 2023

PRESENTATION BY: Mark D Bradshaw, PE – Director of DEM

RECOMMENDED MOTION: Move to approve Change Order #1 for Pumping Solutions Incorporated (PSI) in the amount of \$82,011.41 and extend the completion date to September 22, 2023.

REPORT-IN-BRIEF: The Notice to Proceed was issued to the contractor on February 7, 2022, and established the completion date to be August 5, 2022, but the motor control center (MCC) wasn't delivered to the site until March 13, 2023. The delay in delivery of the MCC required the by-pass pumping to remain in place.

DISCUSSION:

Bypass pumping - The Contractor provided the County with copies of the invoices associated with the bypass pumping rental cost. The additional cost of the bypass rental was \$51,765.41.

Bypass pumping fuel - The Contractor provided the County with copies of the invoices for the fuel that the pumps required. The additional cost of the fuel was \$24,640.00.

Performance Bond - The bonding company will charge PSI 1% for the bond associated with this change order. The cost of the bond will be $(\$51,765.41 + 24,640.00) * 1\% = \764.05

Overhead and Profit - The County's General Condition specification permits a contractor to claim twenty percent (20%) profit and overhead for additional work performed. PSI is requesting 10% profit and overhead which total $(\$51,765.41 + \$24,640.00 + \$764.05) * 10\% = \$7,716.95$

Liquidated Damages - PSI didn't complete the necessary wiring within the time extension so liquidated damages are (2,875.00).

A time extension of 258 calendar days was granted, thus establishing the new completion date to be September 22, 2023.

FISCAL IMPACT: There are adequate funds in LIN034 to cover this change order.

CONCURRENCES: County Attorney

ATTACHMENTS: Change order #1.

**BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY MARYLAND
100 WEST WASHINGTON STREET, HAGERSTOWN, MARYLAND 21740-4735
CHANGE ORDER**



TO: Pumping Solutions Incorporated (PSI)
Consultant: 400 Main Street, Suite A
Contractor: York Springs, PA 17372
Vendor:

CHANGE ORDER NO.	1	PURCHASE ORDER NO.	WASHCO 29755
CONTRACT NO.	PUR - 1485	P.S. ACCOUNT NO.	515000-32-42010-LIN034-CNST00000

Project Title: Oak Ridge Pump Station Upgrades Date: Sep 22, 2023

The contract time will: ☒ increase ☐ decrease ☐ remain the same by: 258 ☐ calendar days ☐ working days

Description of Change:

The Notice to Proceed was issued to the contractor on February 7, 2022 and established the completion date to be August 5, 2022, but the motor control center (MCC) wasn't delivered to the site until March 13, 2023. The delay in delivery of the MCC required the by-pass pumping to remain in place.

Reason for Change:

Bypass pumping - The Contractor provided the County with copies of the invoices associated with the bypass pumping rental cost. The additional cost of the bypass rental was \$51,765.41.

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Overhead and Profit - The County's General Condition specification permits a contractor to claim twenty percent (20%) profit and overhead for additional work performed. PSI is requesting 10% profit and overhead which total $(\$51,765.41 + \$24,640.00 + \$764.05) * 10\% = \$7,716.95$

Liquidated Damages - PSI didn't complete the necessary wiring within the time extension so liquidated damages are (2,875.00).

The completion date, incorporating the changes included in this change order, is:	Apr 19, 2023
The original contract sum was:	\$1,782,950.00
Net changes by previous change orders:	\$0.00
Contract sum prior to this change order:	\$1,782,950.00
By this Change Order, the contract sum will be changed by:	\$82,011.41
The new contract sum including this change order will be:	\$1,864,961.41

The Consultant/Contractor/Vendor shall not commence with the work described hereon until this form is executed by all agents

Consultant: _____

Finance: _____

Contractor/Vendor: Dara M Myers
Digitally signed by Dara M Myers
Date: 2023.10.09 09:33:14 -0400

Purchasing:

Approving Agency: Mark D Bradshaw
Digitally signed by Mark D
Bradshaw
Date: 2023.10.04 11:48:04 -0400

County Administrator:

Outside County Entities: Please email the signed form to ChangeOrder@washco-md.net.



Open Session Item

SUBJECT: Jail Based Medication Assisted Treatment (MAT) and Reentry Program – Approval to Adjust Budget

PRESENTATION DATE: October 24, 2023

PRESENTATION BY: Meaghan Willis, Program Director, Day Reporting Center

RECOMMENDED MOTION: Move to approve a budget adjustment for the Jail Based Medication Assisted Treatment and Reentry Program.

REPORT-IN-BRIEF: The Washington County Detention Center is requesting approval to reallocate funding budgeted for the Jail Based MAT and Reentry Program.

DISCUSSION: The Washington County Detention Center (WCDC) was awarded \$491,374 in grant funding from the Opioid Operational Command Center (OCCC) in order to expand access to MAT and coordinate continuation of MAT services post release as required under House Bill 116. The program provides funding for Program staff and MAT medications.

Program staff has found that the inmates have been diverting their tablets of Buprenorphine and saving them rather than taking as directed. To circumvent this situation, staff would like to switch from the tablet form of the medication to the injectable version. The injectable is much more expensive than was budgeted for the tablet, so a budget adjustment is requested as follows:

Reduce grant-funded Vivitrol by \$8,769

Reduce grant-funded salaries & benefits for Addiction Counselor and Peer Recovery Specialist by \$118,070.56, and fund \$118,070.56 with WCDC FY24 budget

Increase grant-funded Buprenorphine by \$126,839.56

The OCCC has reviewed and approved the proposed modifications to the grant budget. County Commissioner approval is requested to complete the internal budget adjustment.

FISCAL IMPACT: \$118,070.56 for salaries and benefits has already been incorporated into the WCDC's FY24 budget.

CONCURRENCES: Major Craig Rowe, Warden, Washington County Detention Center

ALTERNATIVES: Deny approval for budget adjustment.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Police Accountability Trial Board OAH Standing Agreement

PRESENTATION DATE: October 24, 2023

PRESENTATION BY: Zachary J. Kieffer, Assistant County Attorney

RECOMMENDED MOTION: Move to approve and execute Police Accountability Trial Board Agreement Between the Office of Administrative Hearings and the Board of County Commissioners (the “Agreement”).

REPORT-IN-BRIEF: Public Safety Article of the Maryland Code, which created the Police Accountability Board, mandates that each law enforcement agency establish a Trial Board. Trial Board shall be chaired by either a retired judge or an Administrative Law Judge (“ALJ”). The County can retain the services of an ALJ to chair a Sheriff’s Office Trial Board, on an as needed basis, by entering into the attached contract with the Office of Administrative Hearings.

DISCUSSION: Section 3-106(b)(1)(i) of the Public Safety Article of the Maryland Code requires that a trial board shall be composed of “an actively serving or retired administrative law judge or a retired judge of the District Court or a circuit court, appointed by the chief executive officer of the county.” The duties of the judge serving on the trial board are listed in subsection (c). The judge shall 1) be the chair of the trial board; 2) be responsible for ruling on all motions before the trial board; and 3) prepare the written decision of the trial board, including the findings, conclusions, and recommendations of the trial board. By entering this agreement, the County is able to request an ALJ to chair a trial board on an as needed basis. Per 1-106.5 of the Code of Public Local Laws (the “Code”), the Board may enter into this agreement for professional legal services and is not subject to the procurement process as set forth in 1-106 of the Code.

FISCAL IMPACT: Variable. OAH is compensated for the work performed by the ALJ at a rate of \$200/hour. All reasonable travel expenses including food and lodging are reimbursable to OAH at their actual cost. Costs are incurred on an as-needed basis when a trial board is convened and hearing held.

CONCURRENCES: N/A

ALTERNATIVES: Board of County Commissioners could seek out and appoint retired ALJ, retired District Court judge or retired judge of a circuit court to chair the trial board and contract with said judge, individually.

ATTACHMENTS: Proposed Agreement with Office of Administrative Hearings

AUDIO/VISUAL NEEDS: N/A

**POLICE ACCOUNTABILITY TRIAL BOARD AGREEMENT/CONTRACT
BETWEEN THE OFFICE OF ADMINISTRATIVE HEARINGS AND
WASHINGTON COUNTY, MARYLAND**

This Agreement is made between the Office of Administrative Hearings (the “OAH”) and the Board of County Commissioners of Washington County, Maryland (the “County”) (“the Parties”);

WHEREAS, Title 3 section 102 of the Public Safety Article provides that each county shall have a police accountability board to, *inter alia*, “receive complaints of police misconduct filed by members of the public”;

WHEREAS, Title 3 section 101(e) of the Public Safety Article provides that the term “Law enforcement agency” is defined as it is in Title 3 section 201 of the Public Safety Article;

WHEREAS, Title 3 section 201(d)(1) of the Public Safety Article defines the term “Law enforcement agency” (“LEA”) as “a governmental police force, sheriff’s office, or security force or law enforcement organization of the State, a county, or a municipal corporation that by statute, ordinance, or common law is authorized to enforce the general criminal laws of the State”;

WHEREAS, Title 3 subsection 106 of the Public Safety Article establishes “Trial board[s]” relating to police accountability boards and LEAs;

WHEREAS, Title 3 subsection 106(a)(1) of the Public Safety Article establishes that trial boards are responsible for “adjudicate[ing] all matters for which a police officer is subject to discipline” relating to a complaint of police misconduct filed in accordance with Title 3 subsections 102(c) and 103 of the Public Safety Article;

WHEREAS, Title 3 subsection 106(b)(1)(i) of the Public Safety Article requires “the chief executive officer of the [C]ounty” to appoint “an actively serving or retired administrative law judge . . .” to trial boards established under Title 3 subsection 106 of the Public Safety Article;

WHEREAS, Title 3 subsection 106(c)(1)-(3) of the Public Safety Article requires “The actively serving or retired administrative law judge . . .” appointed to a trial board to “be the chair of the trial board; be responsible for ruling on all motions before the trial board; and prepare the written decision of the trial board, including the findings, conclusions, and recommendations of [a majority of] the trial board”;

WHEREAS, Title 9 section 1604(b)(1)(ii) of the State Government Article authorizes the Chief Administrative Law Judge of the OAH to provide an Administrative Law Judge (“ALJ”) “on a contractual basis to other governmental entities” and the Chief

**AGREEMENT/CONTRACT BETWEEN OFFICE OF ADMINISTRATIVE HEARINGS
AND WASHINGTON COUNTY, MARYLAND (cont.)**

Administrative Law Judge has delegated that authority to the Director of Administration for the OAH;

WHEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is expressly acknowledged, the Parties agree as follows:

I. Duties and Responsibilities of the Parties

1. Every time the County desires to convene a trial board containing an ALJ as a member, the County shall request from OAH, in writing, via email to the OAH Chief ALJ and the OAH Executive ALJ and Director of Operations, the names of three (3) ALJs, one of whom may be appointed by the County to be a member of a trial board. OAH email addresses may be found at <https://msa.maryland.gov/msa/mdmanual/25ind/html/01admin.html> or may be obtained by calling OAH at (410) 229-4100. OAH shall endeavor in good faith to provide the names of three (3) ALJs within five (5) business days of the County's request. The County shall notify OAH within five (5) business days of the ALJ chosen to serve on the trial board.
2. The County will never use a previously provided list of three (3) ALJs from OAH to appoint an ALJ and convene a trial board, but rather will contact OAH every time it desires to convene a new trial board.
3. Every list of three (3) ALJs from OAH provided to the County will consist of ALJs who have received the requisite training under Title 3 subsection 106(d) of the Public Safety Article.
4. Every ALJ appointed to a trial board shall be the chair of the trial board, responsible for being the sole person to rule on any motions before the trial board, and being the sole person to prepare the written decision of the trial board, including the findings, conclusions, and recommendations of the majority of the trial board, in accordance with Title 3 subsection 106(j) of the Public Safety Article.
5. The County or applicable LEA shall issue any notice(s) of hearing(s) before a trial board. The notices shall be timely and all trial board hearings shall be subject to the appointed ALJ's availability and schedule. The appointed ALJ's availability and schedule shall be confirmed prior to the County or applicable LEA issuing any notice(s) of hearing(s) before a trial board. At a minimum, copies of all notices shall be sent to the applicable LEA and applicable police officer accused of misconduct, members of a trial board, OAH, and the appointed ALJ. Notice(s) to OAH and the appointed ALJ may be made by email. Notices shall, at a minimum, include the name of the person requesting the hearing, the mailing address of the person

**AGREEMENT/CONTRACT BETWEEN OFFICE OF ADMINISTRATIVE HEARINGS
AND WASHINGTON COUNTY, MARYLAND (cont.)**

requesting the hearing, the email address and phone number of the person requesting the hearing or an affirmative statement that such information is unavailable, and the notice of agency action including the statement of charges and any applicable codes of conduct of the County or applicable LEA for which the hearing request has been filed.

6. The initial notice of hearing before a trial board shall include an insert to all recipients of a copy of the County's or applicable LEA's procedures for conducting the trial board as well as a copy of OAH's Rules of Procedures, which are located in Title 28 of the Code of Maryland Regulations (COMAR 28.02.01). The conduct of the trial board hearing shall be governed by the procedures of the County or the LEA but, in the absence of procedure(s) governing the conduct of the trial board hearing, the provisions of COMAR 28.02.01 shall take precedence and are incorporated by reference into the County's or applicable LEA's procedures. The initial notice of hearing shall indicate and confirm this.
7. Any trial board proceeding physically occurring at the OAH headquarters, located at 11101 Gilroy Rd, Hunt Valley, MD 21031, shall be coordinated by the County or applicable LEA by coordinating, at a minimum, the date, time, and hearing room number at the OAH with the OAH Clerk's Office.
8. The default location of all in person trial board proceedings involving an ALJ is the OAH, located at 11101 Gilroy Rd, Hunt Valley, MD 21031. By election of the applicable LEA or police officer accused of misconduct, the location of all in person trial board proceedings involving an ALJ may be changed. If an alternative location cannot be agreed on between the applicable LEA and police officer accused of misconduct, then the ALJ shall decide the physical location, which may include the default location, or any other location. If the location of a trial board proceeding involving an ALJ is not the OAH, then the applicable LEA shall be responsible for providing an appropriate location capable of accommodating the total number of people anticipated to be present (including the public) at the trial board proceeding. If necessary, the ALJ may direct the removal of any individual(s) whose conduct impedes the orderly progress of any in person trial board proceeding or restrict attendance because of physical limitations.
9. At the request and consent of the applicable LEA and applicable police officer accused of misconduct, all trial board proceedings involving an ALJ may be conducted remotely, if the parties consent. In the event a party desires all or portions of trial board proceedings to be conducted in person, and the parties do not agree, then the party requesting the in person proceeding must establish good cause to hold the proceeding in person. Whether the requesting party has established good cause shall be decided solely by the ALJ, considering what may establish good cause

**AGREEMENT/CONTRACT BETWEEN OFFICE OF ADMINISTRATIVE HEARINGS
AND WASHINGTON COUNTY, MARYLAND (cont.)**

under Md. Code. Regs. 28.02.01.20. In the event trial board proceedings are conducted remotely, OAH will administer and control the electronic proceedings. If necessary, the ALJ may direct the removal of any individual whose conduct impedes the orderly progress of any remote trial board proceeding or restrict electronic access because of technical limitations.

10. The deliberations of a trial board shall be confidential. The County or applicable LEA will instruct and impress upon the other two members of a trial board who are not an ALJ the requirement that deliberations remain confidential and that such confidentiality shall not expire or be waived.
11. The ALJ will announce a bench decision of the trial board at the conclusion of deliberations following a trial board hearing. In accordance with Title 3 subsection 106(j) of the Public Safety Article, within 45 days after the final hearing by a trial board, the ALJ shall issue a written decision consistent with the bench decision. The ALJ shall draft the decision of the trial board in accordance with the pertinent law and consistent with the announced trial board decision. OAH shall deliver the written decision to each party or party representative by mail or email.
12. The County or applicable LEA shall be responsible for scheduling a court reporter certified by a national or state certifying body to be present to record a final hearing and any dispositive motions hearing(s) of a trial board. If the County or applicable LEA fails to provide a court reporter, if possible, the OAH or ALJ may at their discretion record a final hearing and any dispositive motions hearing(s) of a trial board. If the OAH or the ALJ records a final hearing and any dispositive motions hearing(s) of a trial board, then no transcript of any hearing will be provided by OAH unless ordered and paid for by the requesting person or entity.
13. The OAH shall provide the record of the proceedings before a trial board, including any evidence, to the County or applicable police accountability board at the time the trial board issues the findings, conclusions, and recommendations of a majority of a trial board.

II. Costs

1. The OAH shall be compensated for the work performed at a rate of \$200 per hour of an ALJ appointed to a trial board. The OAH will not be compensated for travel time of an ALJ, though travel expenses shall be reimbursed by the County to OAH pursuant to paragraph II. 3.
2. The OAH shall provide the County a written itemized bill that includes a detailed breakdown, in attorney billable-hour format, of the time expended by an ALJ relating to serving as an appointed member of a trial board, including a description

**AGREEMENT/CONTRACT BETWEEN OFFICE OF ADMINISTRATIVE HEARINGS
AND WASHINGTON COUNTY, MARYLAND (cont.)**

of the type of work performed by the ALJ (subject to the deliberative process privilege of the ALJ and trial board).

3. The County shall reimburse the OAH all reasonable travel expenses, including but not limited to food, lodging, and travel expenses, pursuant to the IRS Standard for Mileage Rates and U.S. General Services Administration Per Diem Rates.
4. The OAH shall provide the County with an itemized bill within thirty (30) days of when the written findings, conclusions, and recommendations of a majority of a trial board is issued.
5. Upon receipt of the written findings, conclusions, and recommendations of a majority of a trial board as described in paragraphs I. 4 and I. 11, and the itemized bill as described in paragraphs II. 2 and II. 4, the County shall transfer the amount set forth in the itemized bill to the OAH within thirty (30) days. If the County disputes any charge(s) in the itemized bill, the County shall respond to the OAH in writing within ten (10) days from receipt of the itemized bill. The OAH shall respond in good faith in writing to any disputed charge(s) within ten (10) days from receipt of the County's dispute and the OAH shall provide a new itemized bill as described in paragraph II. 2. The County shall then transfer the amount set forth in the new itemized bill, regardless of any remaining disputed charge(s), within ten (10) days of receipt of the OAH's new itemized bill.
6. The County shall pay any court reporter costs associated with any recording of any final hearing and any dispositive motions hearing(s) of a trial board.
7. The County or applicable LEA shall pay any costs associated with any request(s) for accommodation, including but not limited to an interpreter(s) or audio assistive technology equipment/software equipment or software for each of their respective witnesses.

III. Term of Agreement

This Agreement is effective when executed by each of the Parties, has no termination date, and is terminable at will by either of the Parties.

IV. Exclusivity of Agreement

1. This Agreement is the exclusive agreement of the Parties with respect to this subject matter and supersedes all prior agreements, representations, proposals, written and oral, relating to the subject matter.

**AGREEMENT/CONTRACT BETWEEN OFFICE OF ADMINISTRATIVE HEARINGS
AND WASHINGTON COUNTY, MARYLAND (cont.)**

2. The Parties expressly acknowledge that this Agreement is the product of mutual negotiation and state that neither party shall be construed to be the primary drafter of the Agreement.

V. Amendment

This Agreement may be amended only by mutual agreement in writing executed by both Parties. Except for a specific provision which may be amended, this Agreement shall remain in full force and effect after such amendment subject to the same laws, obligations, conditions, rules, provisions and regulations as it was prior to any amendment.

VI. Governing Law

This Agreement shall be governed and construed in accordance with Maryland Law.

VII. Representation of Authority

Each party to this Agreement represents and warrants to the other that it has full right, power, and authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

_____ day of _____, 2023 By: _____

Danara Harvell
Director of Administration
Office of Administrative Hearings

_____ day of _____, 2023 By: _____

John F. Barr
President
Board of County Commissioners of Washington,
County, Maryland

**AGREEMENT/CONTRACT BETWEEN OFFICE OF ADMINISTRATIVE HEARINGS
AND WASHINGTON COUNTY, MARYLAND (cont.)**

Approved for form and legal sufficiency:

_____ day of _____, 2023 By: _____
Kevin M. Cox
Assistant Attorney General

_____ day of _____, 2023 By: _____
Kirk C. Downey
County Attorney
Washington County, Maryland



Agenda Report Form

Open Session Item

SUBJECT: EMS MOU

PRESENTATION DATE: October 24, 2023

PRESENTATION BY: R. David Hays, Director Emergency Services, David Chisholm, Deputy Director Emergency Services, and Dale Fishack, President, Washington County Volunteer Fire and Rescue Association

RECOMMENDED MOTION: Move to approve the memorandum of understanding between the Board of County Commissioners and the Smithsburg Emergency Medical Services, Inc. and the Williamsport Volunteer Fire and Emergency Medical Services, Inc. and to move their EMS employees to county employment.

REPORT-IN-BRIEF: The leadership of the Smithsburg Emergency Medical Services, Inc. and the Williamsport Volunteer Fire and Emergency Medical Services, Inc. have reached agreement to have the Board of County Commissioners assume responsibility for staffing of their EMS transport units. These memorandums of understanding reflect the terms and conditions of this agreement.

DISCUSSION: Over the past several years, at the direction of the Board of County Commissioners, the Division of Emergency Services and County Staff have been working with the above listed EMS companies to develop a plan to move their EMS employees to county employment. Both companies have reviewed the agreement and are prepared to sign the document as presented.

FISCAL IMPACT: Approximately \$500,000.00 (included in FY24 budget)

CONCURRENCES: R. David Hays, Director, Division of Emergency Services; Michelle Gordon, County Administrator; Dale Fishack, President, WCVFRA; Zachary Kieffer, Assistant County Attorney.

ATTACHMENTS: MOU Smithsburg Emergency Medical Services, Inc.
MOU Williamsport Volunteer Fire and Emergency Medical Services, Inc.

EMS MEMORANDUM OF UNDERSTANDING

THIS EMS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this _____ day of _____, 2023, by and between THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the “County”), and SMITHSBURG EMERGENCY MEDICAL SERVICES, INC., a Maryland non-profit corporation (the “Station”).

RECITALS

WHEREAS, the Division of Emergency Services (the “Division”) was created by the County for the purpose of administering the County’s affairs regarding fire, rescue and emergency medical services and associated activities while maintaining the existing volunteer services in Washington County.

WHEREAS, the Station wishes to participate in the organizational component of the Division by cooperating with the County to facilitate the transition of the full-time and part-time Station employees to County employment.

WHEREAS, the parties agree that this MOU shall serve as the guiding document setting forth the terms to which the parties will abide.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Definitions.

- a. Authority Having Jurisdiction (AHJ). The Board of County Commissioners of Washington County, MD by resolution (RS-2014-17) maintain the Authority Having Jurisdiction over all matters involving fire, rescue and emergency medical serves in Washington County, MD.
- b. County Personnel. (“County Personnel”) County Fire/EMS employees assigned to various Volunteer Stations and/or apparatus throughout Washington County to provide fire and emergency medical services. County Personnel are supervised and managed by the Director, or his/her designees and are subject to Volunteer Station assignment changes at the discretion of the Director.
- c. Division. The Division of Emergency Services (“DES”) serves as the oversight agency on behalf of the Washington County Board of County Commissioners on all matters involving fire, rescue, and emergency medical services for Washington County, Maryland. The Division shall include County Personnel operating under the management of the Division Director (the “Director”).
- d. New Employees. All eligible full-time and all eligible part-time employees of the Station, as of the date of this MOU, to be hired by the County pursuant to the terms herein.

- e. Property. Real and personal property including apparatus(es), vehicles, and equipment.
- f. Washington County Volunteer Fire and Rescue Association (WCVFRA). A volunteer Association representing the 26-volunteer fire and EMS companies that are authorized to operate in Washington County, MD. The WCVFRA provides administrative and operational guidance to the volunteer fire and EMS companies within Washington County, MD.
- g. Volunteer Fire and Rescue Stations. (“Volunteer Stations”) Independent, legally incorporated non-profit organizations responsible for their own corporate administrative affairs, including but not limited to members, employees, risk management, investments, and the management of their assets. The Volunteer Stations are officially recognized by the County to provide fire, rescue, and emergency medical services in accordance with the policies, procedures, and laws of the County and the Division.
- h. Washington County Fire and EMS Volunteers. (“Volunteers”) All Volunteer Station fire and emergency medical services volunteers performing duties without promise, expectation, or receipt of compensation for services rendered.

2. Transfer of Current Employees.

- a. The County agrees to hire all current full-time and part-time employees of the Station (“Station Employees”), which shall be conditioned on the successful completion of the County’s standard hiring process (See Appendix A) consisting of the following:
 - i. Submittal of completed application for County employment,
 - ii. Completion of an EMS Oriented Physical Abilities Test,
 - iii. Physical examination,
 - iv. Background check,
 - v. Psychological evaluation, and
 - vi. Alcohol and Substance Use Testing.
- b. All full-time New Employees will be hired as regular full-time employees at the grade and step on the County’s wage and salary scale commensurate with the New Employee’s hourly or salary wage rate paid while a Station Employee.
- c. All part-time New Employees will be hired as regular part-time employees at the grade and step on the County’s wage and salary scale commensurate with the New Employee’s hourly wage rate paid while a Station Employee.
- d. The Station will provide the County with payroll documentation showing the current wages of the Station Employees. The County will not honor any increase in wage or salary given by the Station to a Station Employee after the start of the County’s current fiscal year, July 1, 2023, that was not enacted as

part of regular step-increases, promotion or otherwise within the normal course of operations of the Station, as the case may be.

- e. New Employees will serve a 1-year probationary period.
- f. New Employees' eligibility for defined benefit participation and leave accruals shall be in accordance with existing policy as promulgated by the County's Department of Human Resources (See Appendix A), in the Employee Handbook or on the County's Human Resources webpage. [Personnel Policies - Washington County \(washco-md.net\)](http://PersonnelPolicies-WashingtonCounty.washco-md.net).
- g. Seniority for full-time New Employees within the Division, as to priority for scheduling, Kelly Days, and vacation approvals, will be determined by current Division practices. General County employment seniority shall follow standard Human Resources Department policies.
- h. The County assumes no liability for any compensation owed to Station Employees by Station, including but not limited to: wages, back-pay, accumulated vacation time or sick leave, health insurance liabilities, retirement or other deferred compensation plan, or any other amount or sum due and owing to a Station Employee.
- i. Station Employees shall include the Station's billing and administrative professional, Tammy Miller. Subject to successful completion of the County's standard hiring process, Ms. Miller will become a New Employee within the Office of Budget and Finance, at a grade and step on the County's wage and salary scale as established by the Office of Budget and Finance and Department of Human Resources.
- j. The provisions of this Section 2 shall apply only to those Station Employees employed by the Station as of the date of this MOU. Nothing contained herein shall be construed as an ongoing, open, or rolling hiring process. The Station shall provide a list of the full-time and part-time Station Employees requesting to be hired by the County.

3. County Personnel and Volunteer Relations.

- a. Assignment and Scheduling of County Personnel
 - i. The Division agrees to provide staffing to the Station based upon available resources and Division priorities.
 - ii. The Division shall have sole responsibility and final authority over the assignment and /or schedule of County Personnel.
 - iii. Within the limits of ability, the Division will provide the Company with access to the Division scheduling program or provide a copy of the scheduled Division coverage for their station.

- iv. The County shall provide liability coverage for the acts and omissions of County Personnel that are committed within the scope of their public duties and employment. The County will make a copy of its insurance coverage for County Personnel available to the Volunteer Station for file.

4. Management of County Personnel.

- a. The County, through its oversight of the Division will maintain responsibility for hiring, training and maintaining the qualifications, assignments, and discipline of all County Personnel.
- b. County Personnel are subject to Washington County Personnel Rules and Regulations (See Appendix A).
- c. A copy of the Washington County Personnel Rules and Regulations will be provided to the Volunteer Station Chief or designee.
- d. Any violation of a Volunteer Station or Company policy should be reported to the assigned Division Regional Officer who will either refer the issue as appropriate, or conduct an appropriate inquiry, and determine an appropriate course of action, in accordance with the County's progressive discipline policy (See Appendix A).
- e. The Division maintains responsibility for all matters involving the conduct and services provided by Division personnel, regardless of the equipment, apparatus, or the facility being used or represented.
- f. The County shall be responsible for all compensation and benefits of County Personnel, including the worker's compensation coverage for County Personnel assigned to the Volunteer Station.
- g. To the extent possible, County Personnel shall operate under the policies and procedures of the Volunteer Station, provided no conflict exists with County policy or regulation. Copies of these policies must be provided to the Director or his/her designee prior to County Personnel placement at the Station and any amendments or new policies shall be provided to the Director as they are implemented. Station specific administrative rules and regulations will not be altered, amended, or deleted by the Director unless mutually agreed upon, in writing by the leadership of the Volunteer Station. It is highly recommended that the Volunteer Station post all applicable rules or regulations for County Personnel in a space accessible to County Personnel. To the extent there is an unresolvable conflict, the County policy shall control.
- h. County Personnel will not be responsible for, or given tasks associated with maintenance, janitorial duties, etc. of portions of the Station's property whose

general primary purpose is revenue generation, such as bingo halls, carnival grounds, banquet facilities, and activities buildings.

- i. On-duty County Personnel may not be requested and shall not assist in the Volunteer Station's gaming or fund-raising activities, such as but not limited to, selling raffle tickets, working bingo, working a carnival booth, or selling food.
- j. On-duty County Personnel may be requested to participate in event set-up or clean-up, to include trash removal, so long as no health hazard is created in doing so.
- k. The Station shall provide apparatus and other vehicles (Station and/or Division owned) to County Personnel assigned to the Station to enable County Personnel to perform their duties, including driver's training, incident responses, Station supported/authorized training, public education and community related events and activities. County Personnel and Volunteers may operate only the vehicle they are licensed and approved to operate under the Division and Station standard operating procedures and standard operating guidelines. Station and the Director shall establish other criteria governing the use of the Station and Division-owned vehicles. Director shall not lessen any Station mandated standards for operation of any equipment.
- l. Station shall be responsible for ensuring all maintenance and inspections are performed on Station-owned apparatus and vehicles and that said apparatus and vehicles have current certifications and have passed all required inspections as required by all federal, state, or local laws or regulations.
- m. As needed, the Volunteer Station will provide housing space, inside the facility, for Division assigned apparatus.

5. Station Obligations to County Personnel. Station agrees to provide the following for County Personnel:

- a. At a minimum, the Station must purchase and maintain one (1) fully functional and adequately equipped (per County standards and State requirements) EMS transport unit (ambulance).
- b. A workplace that is compliant with all safety standards and codes.
- c. A smoke and tobacco free work setting (See Appendix A). This does not include Station-owned property not designated as a work setting (to include attached or unattached spaces used for public rentals, bingo or other social gatherings).
- d. Adequate parking for each assigned County Personnel.

- e. One (1) bed (if Station receives 24-hour-per-day-County Personnel staffing) for every assigned position on a shift. The bed shall be, at a minimum, a twin bed of acceptable construction with a mattress and mattress cover. Beds must be located in an area suitable for sleeping. This may be a common space shared with Volunteers.
- f. Restroom facilities to include appropriate shower facilities. Appropriate facilities are defined as being clean and free of mold and mildew, supplied with ample hot and cold water and personal privacy with locking door(s) where co-ed facilities are utilized.
- g. One secure locker for each County Personnel regularly assigned to work at the Station to accommodate a uniform change and house personal hygiene items. (Suggested 12"W x 18"D x 72"H)
- h. Access to a functional kitchen with adequate facilities (i.e., stove/oven, refrigerator, sink/countertops, kitchen table/chairs, cooking pots/pans, dishware and utensils) to allow County Personnel to prepare meals during their shift.
- i. Access to a washer/dryer to allow for uniform washing. If available, access to and use of a gear washer to allow for washing of PPE.
- j. At a minimum, a functional telephone in the sleeping areas of the Station.
- k. If available, access to physical training areas and equipment. If physical fitness equipment is not available within the Volunteer Station, the Station shall provide reasonable allowance to County Personnel to travel in Station Property to an alternate facility for the same. The County will ensure that all mandated physical training activities are covered under the County's Worker's Compensation insurance or employees and volunteers.
- l. A storage area free from direct sunlight or UV light for the storage of personal protective equipment.
- m. Adequate cleaning supplies and equipment for County Personnel use and for Station maintenance.
- n. Access to audio visual equipment in the Station for training programs.
- o. As necessary, access to a County-provided network connection for computer placement, and a functional fax, scan, and copy (multifunctional) machine and a bulletin board. Station agrees to permit installation of necessary equipment for County Personnel to operate on County hardware and software, at County's sole cost and expense. County agrees to perform all restorative acts necessary to return Station to good condition immediately following any installation.

- p. Suitable secure storage space for County Personnel paperwork and sufficient supply of office supplies needed to accomplish routine administrative tasks.

6. County/Division Obligations to Stations.

- a. When County information/technology services are needed as determined by the Division, the County will provide for the installation, maintenance, licensing, and expenses for such services under the same terms and conditions as paragraph 3(m) above. Station will remain responsible for its own information/technology equipment.
- b. Use of Apparatus/Vehicles – For the use of the apparatus/vehicles, the County agrees to continue funding the daily operational costs associated with the use of the apparatus/vehicles through the annual budget process. This shall include, but not be limited to, funding for fuel, maintenance, insurance, etc.
- c. Work Environment – The Division desires to work with Volunteers and WCVFRA to create a safe and civil work environment in the Station. The County Personnel and Volunteers agree to follow all Federal, State, County, and Division policies to ensure a harmonious relationship.
- d. The County, as Authority Having Jurisdiction and through the Division, and the Station will recognize an integrated chain-of-command defined as any Volunteer or County Personnel officer at the same rank are recognized in equal capacity/authority within the assigned Volunteer Station.
- e. Complaints (Volunteer) (See Appendix B)
 - i. Volunteer complaints regarding County Personnel will first be directed to the Division station officer or regional officer in the absence of a station officer.
 - ii. If the Division station officer is involved in the complaint, the complaint shall be directed to the Volunteer Chief or the station duty officer per Volunteer Station policy.
 - iii. In instances where it is felt that the in-station Division officer has not adequately addressed the complaint, the volunteer complaint will be escalated to the Volunteer Chief.
 - iv. The station officer will address the complaint by following Escalation Matrix, as defined by the Division.
 - v. If the chief officer is not satisfied with the response, he/she shall direct the complaint to the on-duty Division Duty Officer.
- f. Complaints (Division) (See Appendix B)
 - i. County Personnel complaints regarding a Volunteer shall first be directed to the Station Duty Officer.

- ii. If the Station Duty Officer cannot be contacted, or the complaint involves that officer, the complaint shall be directed to the DES Regional Officer.
- iii. In instances where it is felt that the Station Duty Officer, or Division Regional Officer has not adequately addressed the complaint, a complaint from County Personnel will be escalated to the Operations Manager, or DES Duty Officer if the incident occurs after hours.
- g. Discipline – The Division agrees that all disciplinary action stemming from strictly Station/Volunteer affairs are the responsibility of the Station. If Station discipline involves a Volunteer’s removal from operations, the Director shall be notified of the removal. The Director will serve as a resource to the Station on matters, if requested.
- h. Communications – Station President and Volunteer Fire Chief, or their designees, shall meet with the Director at least once per quarter, or as required to ensure a professional work environment.
- i. The Station, having an EMS transport unit, shall be guaranteed to retain at least one staffed transport unit, even when staffed by County Personnel. It will be the discretion of the Director to determine additional staffing levels for each additional unit and will be dependent upon evolving metrics.

7. Budget and Funding.

- a. Upon the County’s hiring of the New Employees and subsequent staffing of the Station, the County shall receive eighty percent (80%) of the net billing revenue generated by the Station for providing emergency medical services. The Station shall retain the remaining twenty (20%) percent of said revenue.
- b. When the Station staffs a second EMS transport unit to respond to a call, with appropriate Volunteer staffing, defined as a qualified driver and qualified EMS clinician (based on call type), the Station shall be entitled to retain a greater share of the net billing than stated above. In this scenario, the County and the Station shall each receive 50% of said net billing.
- c. Upon the County’s hiring of the New Employees, the County shall cease providing the health insurance subsidy and the staffing subsidy previously provided to the Station.
- d. The annual funding provided by the County to the Station will not be affected by the terms of this MOU. Additionally, the following funding sources are intended to remain unaffected by this MOU:
 - i. Senator Amoss 508 funding,
 - ii. State Gaming funding,

- iii. The Station may continue its annual subscription/membership fund drive, the obligations of which the County agrees to honor, with regard to billing of the Station's subscribers/members.
 - iv. County Fuel and Maintenance programs, and
 - v. Property, casualty, liability and vehicle insurance.
- e. The Division will assume EMS billing responsibility upon placement of County Personnel in the Station.
- f. The Company will complete and provide all documents, signatures and cooperate necessary to facilitate ES billing.
- g. The County will establish billing rates upon the County assuming EMS billing for the Company.
- h. The Authority Having Jurisdiction, or their designee, shall have the authority to audit Station expenditures of County funds and provide input and analysis on proposed Station budgets. The County reserves the right to review actual expenditures made pursuant to prior budgets.

8. Indemnification and Insurance.

- a. The County shall indemnify, protect, and save harmless the Station from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, or judgment where County Personnel is deemed at fault or negligent, up to the applicable tort caps and immunities.
- b. Insurance deductibles will be the responsibility of the owner of the Property, unless damage was caused by County Personnel operating Station owned Property or Volunteers operating County-owned Property.
- c. These coverage levels shall be reviewed annually by the insurance carrier, the County's risk management specialist, and individual Station representatives. To the extent available, the County shall maintain coverage based on the agreed-upon values on all insured Property. These values shall be mutually agreed-upon by all parties during the annual review of coverage. If an agreement cannot be reached, the insured value will be determined by an independent insurance appraisal.
- d. In the event of a claim for partial loss of any Station-owned Property, all amounts paid by any insurer for said Property, shall be made directly to the contractor or County (as the first insured) for the repair of said damage. In the event of a total loss, the entity responsible for replacing the Property shall receive any insurance proceeds from the County.

- e. The County will process claims with the cooperation of the Station, as well as fund insurance coverage for the following: i) Property, ii) Crime, iii) Liability, iv) Accident & Sickness for Volunteers, and v) Worker's Compensation.

9. Term. The term of this MOU shall be continuous (the "Term") and may be reviewed by the County by sending a written notice through the Director to commence said review. Notwithstanding anything to the contrary, the Station shall have no right to terminate this MOU during the first ten (10) years of the Term, except for acts of gross negligence by the County. Termination of this MOU by either party will result in the cessation of staffing of the Station with County Personnel.

10. Governance. The terms of this MOU and its execution shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Understanding of the Parties. This MOU represents the complete, total, and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this MOU, shall be deemed to exist or bind the parties at the time of execution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first written above.

ATTEST:

STATION:
SMITHSBURG EMERGENCY MEDICAL
SERVICES, INC.

BY: _____ (SEAL)
Name:
Title:

WITNESS:

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

BY: _____ (SEAL)
John F. Barr, President

Approved as to form for execution by the County:

Zachary J. Kieffer
Assistant County Attorney

APPENDIX A
LIST OF SELECT COUNTY PERSONNEL POLICIES

- **PR-2: Progressive Discipline and Dismissal**
- **PR-5 Alcohol and Substance Abuse Testing**
- **PR-5A Alcohol-Free Drug-Free Workplace**
- **PR-13 Anti-Harassment**
- **PR-21 Violence in Workplace**
- **PR-24 Hiring Process**
- **PR-37 Anti-Discrimination**

****Appendix A is for reference purposes related to this MOU, only and not an exhaustive list of all personnel policies applicable to New Employees and County Personnel.****

APPENDIX B

CONFLICT ESCALATION MATRIX

DES Responsibility/Conflict Escalation Matrix

(each notification required within this document will be made to the indicated individual(s) by the DES staff member(s) identified within each section)

DES Duty Officer/Operations Manager-Fire

General daily oversight of DES Fire/EMS personnel

Handles station and staff operational complaints during normal working hours

Escalates unresolved issues to the Deputy Director – Operations or Director as requested

Handles issues between multiple personnel with emphasis on resolution at the lowest level

Escalates unresolved issues to the DES Operations Manager - Fire, or the DES Duty Officer outside of normal working hours

Situations requiring escalation and/or notification to the Deputy Director and Director

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Station Captain/Lieutenant's

Station Liaison and In-station 24-hour DES Staff Supervision

Handles issues involving assigned personnel, with emphasis on resolution at this level

Situations requiring escalation to the Operations Manager-Fire

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Firefighter, Firefighter/Paramedic, Paramedics, EMT's

Handles "person to person" issues, with emphasis on resolution at this level

Escalates unresolved issues to the DES station officer for input or resolution

Situations requiring escalation to DES Station Officer

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

EMS MEMORANDUM OF UNDERSTANDING

THIS EMS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this _____ day of _____, 2023, by and between THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the “County”), and WILLIAMSPORT VOLUNTEER FIRE AND EMERGENCY MEDICAL SERVICES, INC., a Maryland non-profit corporation (the “Station”).

RECITALS

WHEREAS, the Division of Emergency Services (the “Division”) was created by the County for the purpose of administering the County’s affairs regarding fire, rescue and emergency medical services and associated activities while maintaining the existing volunteer services in Washington County.

WHEREAS, the Station wishes to participate in the organizational component of the Division by cooperating with the County to facilitate the transition of the full-time and part-time Station employees to County employment.

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- g. Seniority for full-time New Employees within the Division, as to priority for scheduling, Kelly Days, and vacation approvals, will be determined by current Division practices. General County employment seniority shall follow standard Human Resources Department policies.
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- j. On-duty County Personnel may be requested to participate in event set-up or clean-up, to include trash removal, so long as no health hazard is created in doing so.
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- a. At a minimum, the Station must purchase and maintain one (1) fully functional and adequately equipped (per County standards and State requirements) EMS transport unit (ambulance).
- b. A workplace that is compliant with all safety standards and codes.
- c. A smoke and tobacco free work setting (See Appendix A). This does not include Station-owned property not designated as a work setting (to include attached or unattached spaces used for public rentals, bingo or other social gatherings).
- d. Adequate parking for each assigned County Personnel.
- e. One (1) bed (if Station receives 24-hour-per-day-County Personnel staffing) for every assigned position on a shift. The bed shall be, at a minimum, a twin bed of acceptable construction with a mattress and mattress cover. Beds must be located in an area suitable for sleeping. This may be a common space shared with Volunteers.
- f. Restroom facilities to include appropriate shower facilities. Appropriate facilities are defined as being clean and free of mold and mildew, supplied with

ample hot and cold water and personal privacy with locking door(s) where co-ed facilities are utilized.

- g. One secure locker for each County Personnel regularly assigned to work at the Station to accommodate a uniform change and house personal hygiene items. (Suggested 12"W x 18"D x 72"H)
- h. Access to a functional kitchen with adequate facilities (i.e., stove/oven, refrigerator, sink/countertops, kitchen table/chairs, cooking pots/pans, dishware and utensils) to allow County Personnel to prepare meals during their shift.
- i. Access to a washer/dryer to allow for uniform washing. If available, access to and use of a gear washer to allow for washing of PPE.
- j. At a minimum, a functional telephone in the sleeping areas of the Station.
- k. If available, access to physical training areas and equipment. If physical fitness equipment is not available within the Volunteer Station, the Station shall provide reasonable allowance to County Personnel to travel in Station Property to an alternate facility for the same. The County will ensure that all mandated physical training activities are covered under the County's Worker's Compensation insurance or employees and volunteers.
- l. A storage area free from direct sunlight or UV light for the storage of personal protective equipment.
- m. Adequate cleaning supplies and equipment for County Personnel use and for Station maintenance.
- n. Access to audio visual equipment in the Station for training programs.
- o. As necessary, access to a County-provided network connection for computer placement, and a functional fax, scan, and copy (multifunctional) machine and a bulletin board. Station agrees to permit installation of necessary equipment for County Personnel to operate on County hardware and software, at County's sole cost and expense. County agrees to perform all restorative acts necessary to return Station to good condition immediately following any installation.
- p. Suitable secure storage space for County Personnel paperwork and sufficient supply of office supplies needed to accomplish routine administrative tasks.

6. County/Division Obligations to Stations.

- a. When County information/technology services are needed as determined by the Division, the County will provide for the installation, maintenance, licensing, and expenses for such services under the same terms and conditions as paragraph 3(m) above. Station will remain responsible for its own information/technology equipment.

- b. Use of Apparatus/Vehicles – For the use of the apparatus/vehicles, the County agrees to continue funding the daily operational costs associated with the use of the apparatus/vehicles through the annual budget process. This shall include, but not be limited to, funding for fuel, maintenance, insurance, etc.
- c. Work Environment – The Division desires to work with Volunteers and WCVFRA to create a safe and civil work environment in the Station. The County Personnel and Volunteers agree to follow all Federal, State, County, and Division policies to ensure a harmonious relationship.
- d. The County, as Authority Having Jurisdiction and through the Division, and the Station will recognize an integrated chain-of-command defined as any Volunteer or County Personnel officer at the same rank are recognized in equal capacity/authority within the assigned Volunteer Station.
- e. Complaints (Volunteer) (See Appendix B)
 - i. Volunteer complaints regarding County Personnel will first be directed to the Division station officer or regional officer in the absence of a station officer.
 - ii. If the Division station officer is involved in the complaint, the complaint shall be directed to the Volunteer Chief or the station duty officer per Volunteer Station policy.
 - iii. In instances where it is felt that the in-station Division officer has not adequately addressed the complaint, the volunteer complaint will be escalated to the Volunteer Chief.
 - iv. The station officer will address the complaint by following Escalation Matrix, as defined by the Division.
 - v. If the chief officer is not satisfied with the response, he/she shall direct the complaint to the on-duty Division Duty Officer.
- f. Complaints (Division) (See Appendix B)
 - i. County Personnel complaints regarding a Volunteer shall first be directed to the Station Duty Officer.
 - ii. If the Station Duty Officer cannot be contacted, or the complaint involves that officer, the complaint shall be directed to the DES Regional Officer.
 - iii. In instances where it is felt that the Station Duty Officer, or Division Regional Officer has not adequately addressed the complaint, a complaint from County Personnel will be escalated to the Operations Manager, or DES Duty Officer if the incident occurs after hours.
- g. Discipline – The Division agrees that all disciplinary action stemming from strictly Station/Volunteer affairs are the responsibility of the Station. If Station

discipline involves a Volunteer's removal from operations, the Director shall be notified of the removal. The Director will serve as a resource to the Station on matters, if requested.

- h. Communications – Station President and Volunteer Fire Chief, or their designees, shall meet with the Director at least once per quarter, or as required to ensure a professional work environment.
- i. The Station, having an EMS transport unit, shall be guaranteed to retain at least one staffed transport unit, even when staffed by County Personnel. It will be the discretion of the Director to determine additional staffing levels for each additional unit and will be dependent upon evolving metrics.

7. Budget and Funding.

- a. Upon the County's hiring of the New Employees and subsequent staffing of the Station, the County shall receive eighty percent (80%) of the net billing revenue generated by the Station for providing emergency medical services. The Station shall retain the remaining twenty (20%) percent of said revenue.
- b. When the Station staffs a second EMS transport unit to respond to a call, with appropriate Volunteer staffing, defined as a qualified driver and qualified EMS clinician (based on call type), the Station shall be entitled to retain a greater share of the net billing than stated above. In this scenario, the County and the Station shall each receive 50% of said net billing.
- c. Upon the County's hiring of the New Employees, the County shall cease providing the health insurance subsidy and the staffing subsidy previously provided to the Station.
- d. The annual funding provided by the County to the Station will not be affected by the terms of this MOU. Additionally, the following funding sources are intended to remain unaffected by this MOU:
 - i. Senator Amoss 508 funding,
 - ii. State Gaming funding,
 - iii. The Station may continue its annual subscription/membership fund drive, the obligations of which the County agrees to honor, with regard to billing of the Station's subscribers/members.
 - iv. County Fuel and Maintenance programs, and
 - v. Property, casualty, liability and vehicle insurance.
- e. The Division will assume EMS billing responsibility upon placement of County Personnel in the Station.
- f. The Company will complete and provide all documents, signatures and cooperate necessary to facilitate ES billing.

- g. The County will establish billing rates upon the County assuming EMS billing for the Company.
- h. The Authority Having Jurisdiction, or their designee, shall have the authority to audit Station expenditures of County funds and provide input and analysis on proposed Station budgets. The County reserves the right to review actual expenditures made pursuant to prior budgets.

8. Indemnification and Insurance.

- a. The County shall indemnify, protect, and save harmless the Station from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, or judgment where County Personnel is deemed at fault or negligent, up to the applicable tort caps and immunities.
 - b. Insurance deductibles will be the responsibility of the owner of the Property, unless damage was caused by County Personnel operating Station owned Property or Volunteers operating County-owned Property.
 - c. These coverage levels shall be reviewed annually by the insurance carrier, the County's risk management specialist, and individual Station representatives. To the extent available, the County shall maintain coverage based on the agreed-upon values on all insured Property. These values shall be mutually agreed-upon by all parties during the annual review of coverage. If an agreement cannot be reached, the insured value will be determined by an independent insurance appraisal.
 - d. In the event of a claim for partial loss of any Station-owned Property, all amounts paid by any insurer for said Property, shall be made directly to the contractor or County (as the first insured) for the repair of said damage. In the event of a total loss, the entity responsible for replacing the Property shall receive any insurance proceeds from the County.
 - e. The County will process claims with the cooperation of the Station, as well as fund insurance coverage for the following: i) Property, ii) Crime, iii) Liability, iv) Accident & Sickness for Volunteers, and v) Worker's Compensation.
- 9. Term.** The term of this MOU shall be continuous (the "Term") and may be reviewed by the County by sending a written notice through the Director to commence said review. Notwithstanding anything to the contrary, the Station shall have no right to terminate this MOU during the first ten (10) years of the Term, except for acts of gross negligence by the County. Termination of this MOU by either party will result in the cessation of staffing of the Station with County Personnel.
- 10. Governance.** The terms of this MOU and its execution shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Understanding of the Parties. This MOU represents the complete, total, and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this MOU, shall be deemed to exist or bind the parties at the time of execution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first written above.

ATTEST:

STATION:

WILLIAMSPORT VOLUNTEER FIRE
AND EMERGENCY MEDICAL
SERVICES, INC.

BY: _____ (SEAL)

Name:

Title:

WITNESS:

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

BY: _____ (SEAL)

John F. Barr, President

Approved as to form for execution by the County:

Zachary J. Kieffer
Assistant County Attorney

APPENDIX A
LIST OF SELECT COUNTY PERSONNEL POLICIES

- **PR-2: Progressive Discipline and Dismissal**
- **PR-5 Alcohol and Substance Abuse Testing**
- **PR-5A Alcohol-Free Drug-Free Workplace**
- **PR-13 Anti-Harassment**
- **PR-21 Violence in Workplace**
- **PR-24 Hiring Process**
- **PR-37 Anti-Discrimination**

****Appendix A is for reference purposes related to this MOU, only and not an exhaustive list of all personnel policies applicable to New Employees and County Personnel.****

APPENDIX B

CONFLICT ESCALATION MATRIX

DES Responsibility/Conflict Escalation Matrix

(each notification required within this document will be made to the indicated individual(s) by the DES staff member(s) identified within each section)

DES Duty Officer/Operations Manager-Fire

General daily oversight of DES Fire/EMS personnel

Handles station and staff operational complaints during normal working hours

Escalates unresolved issues to the Deputy Director – Operations or Director as requested

Handles issues between multiple personnel with emphasis on resolution at the lowest level

Escalates unresolved issues to the DES Operations Manager - Fire, or the DES Duty Officer outside of normal working hours

Situations requiring escalation and/or notification to the Deputy Director and Director

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Station Captain/Lieutenant's

Station Liaison and In-station 24-hour DES Staff Supervision

Handles issues involving assigned personnel, with emphasis on resolution at this level

Situations requiring escalation to the Operations Manager-Fire

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Firefighter, Firefighter/Paramedic, Paramedics, EMT's

Handles "person to person" issues, with emphasis on resolution at this level

Escalates unresolved issues to the DES station officer for input or resolution

Situations requiring escalation to DES Station Officer

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence



Agenda Report Form

Open Session Item

SUBJECT: Rider Jet Center Hangar 26 Lease Amendment #4

PRESENTATION DATE: October 24, 2023

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

RECOMMENDATION: The Board of County Commissioners desire to enter into Amendment #4 of the Hangar 26 Lease Agreement with the Rider Jet Center.

REPORT-IN-BRIEF: The Rider Jet Center (RJC) proposes to construct an addition to Hangar 26 of approximately 4,800 square feet. Amendment #4 outlines the terms and condition of the lease agreement.

DISCUSSION: The County owns the land at the Airport and grants land leases to business and developers with terms commensurate to amortize the investment in conformance with Federal Aviation Administration Guidance. After the lease term expires the Airport assumes ownership of the buildings and may charge fair market rent for the buildings and land.

The RJC has received site plan approval for a 4,800 square foot addition to Hangar 26, however, the County must grant approval on both the proposed construction and lease. The Amendment includes provisions for the RJC paying a building base rent for the Addition at the same square foot basis as the annual rent of the First Hangar Addition and grants a new Sixth Renewal Term of five (5) years on the entire Hangar 26 Lease.

The Hangar 26 Lease currently has a 39 year term ending 2042 and the RJC Fixed Based Operations Agreement is coterminous with the Hangar 26 Lease. The new final renewal term would end on December 31, 2047.

FISCAL IMPACT: \$3,552 in annual land lease rent to the Airport with an automatic annual four percent (4%) escalation at the beginning of each year. Defers 5 years of future Airport ownership of Hangar 26.

CONCURRENCES: County Attorney

ALTERNATIVES: Do not sign agreement or renegotiate terms

ATTACHMENTS: Hangar 26 Amendment #4, Hanger 26 Lease and Amendments, and Fixed Based Operation Agreement

AUDIO/VISUAL NEEDS: N/A

AMENDMENT #4 TO LEASE AGREEMENT

(Hangar/Building #26)

This AMENDMENT #4 TO LEASE AGREEMENT (this "Amendment") is made and entered into as of this ____ day of _____ 2023 by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, 100 West Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as the "Lessor") and **RIDER JET CENTER, INC.**, a Maryland corporation (hereinafter referred to as the "Lessee").

RECITALS

The Lessor and the Lessee entered into a Lease Agreement (the "Lease") relating to Airport Building #26 (the "Hangar") dated October 21, 2003.

The Lessor and the Lessee entered into Amendment #1 to Lease Agreement ("Amendment #1") dated July 10, 2006 with respect to an addition to the Hangar of approximately 15,000 square feet constructed by Lessee and described therein (the "First Addition").

The Lessor and the Lessee entered into Amendment #2 to Lease Agreement ("Amendment #2") dated June 1, 2009 with respect to a second addition to the Hangar of approximately 3,750 square feet (the "Second Addition").

The Lessor and the Lessee entered into Amendment #3 to Lease Agreement ("Amendment #3") dated March 20, 2013 with respect to the amendment of several defined terms as well as Sections 9, 10 and 13 of the Lease as more particularly described and set forth in Amendment #3.

The Lessee now desires to construct a third addition to the Hangar of approximately 4,800 square feet (the "Third Addition") pursuant to the terms and conditions of this Amendment.

The Lessor and the Lessee now intend and desire to amend certain provisions of the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. "Exhibit A" of the Lease is replaced with the Revised Plat Plan for Lease Lot 5, as edited to show the Third Addition, a copy of which is attached hereto as "Exhibit A-1."
2. Section 2 of the Lease entitled "Term and Rent" is amended to include a "Sixth Renewal Term" of FIVE (5) years ending on December 31, 2047 which shall be deemed and considered an additional "Renewal Term" and part of the "Primary Terms" (as both terms are defined in the Lease). The parties agree this shall be the final Renewal Term of the Lease and upon the expiration of the Sixth Renewal Term, the Lease and tenancy created

thereunder shall end, in accordance with the terms, provisions and obligations more particularly set forth in the Lease.

3. Section 2 of the Lease entitled "Term and Rent" is amended to provide that, in addition to the Base Rent to be paid for the 15,000 square foot First Addition, Lessee shall pay annual rent for the Third Addition on the same per square foot basis and at the same annual rate as the First Addition inclusive of all escalations and periodic adjustments based upon fair market value appraisals. As of the date of this Amendment, the applicable annual per square foot rental rate is \$0.74/sf.
4. Notwithstanding anything to the contrary, construction of the Third Addition shall be at the sole cost of Lessee and in compliance with all applicable Federal Aviation Administration ("FAA") rules and regulations. Design, layout and construction of the Third Addition is subject to FAA approval. Subject to Lessee's prior approval of the scope and cost of said improvements, any costs incurred by Lessor for improvements to the real property of which the Hanger or Third Addition is a part, that are necessitated by Lessee's construction of the Third Addition or directed by the FAA as a condition of its approval of the Third Addition shall be reimbursed to Lessor by Lessee within thirty (30) days of delivery of an invoice to Lessee documenting Lessor's costs.
5. Section 17 of the Lease entitled "Sublease or Assignment" is amended so that a transfer of possession or occupancy of the Leased Premises, and an assignment or other transfer of the Lease requiring the written consent and approval of Lessor shall include the sale, transfer, assignment or any other method of conveyance of a majority of the ownership interest in Lessee to a party without any current ownership interest in the Lessee. However, in the event of such transfer, Lessor agrees not to unreasonably withhold, condition or delay its consent if the new owner (i) is an experienced operator of similar facilities who will operate the Leased Premises consistent with the standards of operation set forth in the Lease; and (ii) whose financials are comparable to those of Lessee.
6. All other provisions and covenants of the Lease, as amended in Amendment #1, Amendment #2, and Amendment #3 are ratified and confirmed and remain in full force and effect, unless specifically modified in this Amendment #4.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING
PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written by their duly authorized representatives and signatories.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

By: _____(SEAL)
John F. Barr, President

ATTEST:

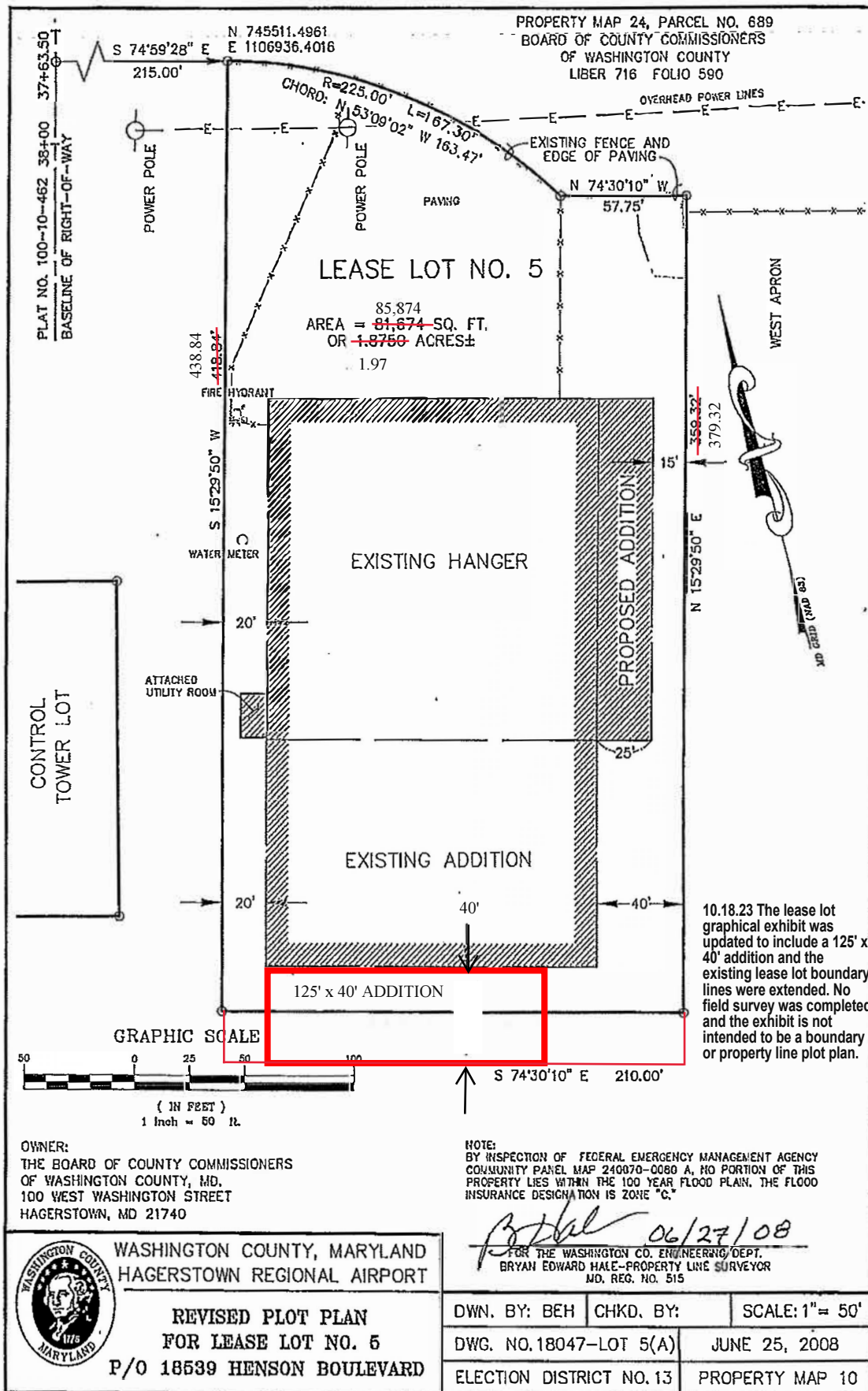
RIDER JET CENTER, INC.

By: _____(SEAL)
Benjamin Rider, President

Approved as to form
and legal sufficiency:

Kirk Downey
County Attorney

Exhibit A-1
(New Leased Premises)



Bldg # 26
COPY

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Lease") is made this 21st day of October, 2003, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and a political subdivision of the State of Maryland, 100 West Washington Street, Hagerstown, Maryland 21740 (hereinafter called "Lessor") and **RIDER JET CENTER, INC.**, a Maryland corporation, 18539 Henson Boulevard, Hagerstown, Maryland 21741 (hereinafter referred to as "Lessee").

RECITALS

The Lessee has agreed to construct at Lessee's sole cost and expense, a hangar and related improvements on land owned by the Board of County Commissioners of Washington County, Maryland located at the Hagerstown Regional Airport (hereinafter referred to as the "Airport"), Washington County, Maryland.

The Lessor is desirous of leasing said land to Lessee for a term of years without rent to the Lessor, in exchange for Lessee's construction of the said hangar and related improvements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree and intent to be legally bound as follows:

1. *Leased Premises*

Lessor hereby leases to Lessee for the exclusive use and enjoyment of Lessee and Lessee's invitees, tenants, subtenants, licensees, employees, and agents during the term of this Lease, all of that real property located at the Hagerstown Regional Airport, Washington County, Maryland, more particularly identified on Exhibit A attached hereto and made a part hereof, together with a non-exclusive easement (i) over and across that private road adjacent to and north of the described real property for the purposes of access, ingress, and egress to and from the described real property and the public road known as Henson Boulevard, and (ii) over and across all taxiways, runways, driveways, and other paved areas between the described real property and the primary runways of said Airport for the purpose of allowing access, ingress and egress by aircraft utilizing the described real property from said real property to and from the primary runways of said Airport for the purpose of takeoff and landing of said aircraft; with said easements being for the benefit of the Lessee, its officers, directors, shareholders, employees, agents, business invitees, tenants, subtenants, licensees, and guests (all of the foregoing described property together with the above-detailed easements being sometimes hereinafter collectively referred to as the "Leased Premises"). The Lessor represents and warrants that it is the fee simple owner of the Leased Premises, holding title to the same free and clear of all liens, encumbrances, and rights of third parties whatsoever, and that it is entitled to lease the Leased Premises to the Lessee and that the Lessor has not heretofore leased or granted any rights in and to the Leased Premises, or the easements that are a part thereof, that will in anyway interfere with the use and enjoyment of the same by the Lessee or any leasehold mortgagee taking an

interest in this Lease and the leasehold estate in the Leased Premises under or through the Lessee.

2. *Term and Rent*

(a) The initial term (the "Initial Term") of this Lease shall be seven (7) years beginning on the date of this Lease. Further, at the option of the Lessee, the term of this Lease shall be renewable for a First Renewal Term of seven (7) years, a Second Renewal Term of seven (7) years, and a Third Renewal Term of four (4) years (the Initial Term, First Renewal Term, Second Renewal Term and Third Renewal Term hereinafter being sometimes collectively referred to as the "Primary Terms"); the option for each such Renewal Term to be exercised by Lessee at any time not less than six (6) months prior to the expiration of the then-current term of the Lease by written notice to the Lessor provided in accordance with this Lease. Notwithstanding the foregoing, in the event that the Lessee fails to timely exercise any renewal option hereunder during the Primary Terms of this Lease, the Lessor agrees to send written notice to Lessee of its failure to timely exercise such renewal option, and Lessee shall automatically have an additional period of fifteen (15) days from the date on which such notice of non-exercise from the Lessor is received by the Lessee within which to exercise the renewal option in question. Failure by the Lessee to exercise any renewal option in accordance herewith shall, subject to the other terms and provisions contained herein, cause this Lease to terminate without further notice at the expiration of the current term.

(b) There shall be no rent payable by Lessee to Lessor during the Primary Terms hereinabove specified subject, however, to the provisions of Paragraph 6, *infra*.

(c) It is mutually agreed between the parties that the Lessee shall construct a hangar and related improvements (the "Hangar") on the Leased Premises. In the event Lessee shall not complete construction of the Hangar and the improvements related thereto within one (1) year from the date of execution of this Lease, then and in such event, and after the expiration of thirty (30) days from the date of written notice of its intention to terminate this Lease without the prompt resumption and diligent completion of construction of the Hangar, the term of this Lease thereupon shall terminate, and the Lessor may reclaim and repossess the Leased Premises without further liability on the part of the Lessor under the terms of this Lease.

3. *Use of the Leased Premises*

The Leased Premises shall be used only for the storage, repair, inspection, reconstruction, maintenance, and restoration of aircraft, and for all other lawful aeronautical use purposes, subject to the restrictions and conditions specified by the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time. Lessee covenants that no unattended vehicles or aircraft will be parked on taxiways or elsewhere so as to cause an obstruction to normal grounds maintenance or vehicular or aircraft traffic. Lessee shall control the conduct and demeanor of its employees, agents, tenants, subtenants and invitees, and of those doing business with it, in and around the Leased Premises, and shall take such steps as are necessary to remove persons whom the Lessor may, for good and

sufficient cause, deem objectionable. Flammable materials shall be properly stored in, on or about the Leased Premises. Lessee shall keep the Leased Premises clean and free of debris at all times. In utilizing the Leased Premises during the Initial Term or any renewal term of this Lease, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations, Minimum Standards and laws established by any Federal (including but not limited to the Federal Aviation Administration), State (including but not limited to the Maryland Aviation Administration), or local government agency and by any reasonable rules and regulations promulgated by the Lessor with respect to the Airport. Failure on the part of Lessee to comply with these requirements shall be considered a breach of this Lease and the Lessee shall be considered in default. Upon termination of this Lease, by expiration or otherwise, Lessee shall immediately surrender possession of the Leased Premises, including the hangar facility and surrounding area, and shall remove all of its personal property therefrom, leaving the Leased Premises and surrounding area in good and rentable condition. Lessee shall be liable for any and all damage to the Leased Premises caused by Lessee's use, including but not limited to, bent or broken interior and exterior walls, damage to floors due to fuel, oil, or other spillage, or doors damaged due to Lessee's improper or negligent operation. The Lessor reserves the right to periodically inspect the Leased Premises and surrounding area to ensure compliance with this Lease.

4. *Utility Services*

All connections and extensions of utilities within the Leased Premises and all connections and extensions off of the Leased Premises needed to gain access to any and all utilities shall be at Lessee's expense. As reasonably required, Lessor agrees to cooperate with Lessee to provide easements over other property of Lessor for such connections to and extensions of required utilities.

5. *Utilities, Maintenance and Repairs*

Lessee shall be responsible for direct payment to the utility providers or if required, reimbursement to the Lessor of all charges for all utilities serving the Leased Premises. Lessee shall provide the landscaping, the building exterior maintenance, the maintenance of the fixed assets (including the HVAC, the electrical systems and the plumbing). The Lessor shall provide all snow removal on the "inside of the fence" that can be reasonably accomplished with the Airport's snow removal equipment. The Lessor shall not, however, be required to provide any hand shoveling, hand operated snow blowing or chemical de-icing around the Leased Premises. Lessee acknowledges that any chemicals used by it to de-ice the "airside" apron shall be authorized and approved by the Airport staff prior to the use thereof and that no rock salt or any such derivative shall be used by the Lessee "airside." Lessee agrees that it shall be responsible for the snow removal on the outside of the fence.

Lessee shall be responsible for the maintenance of the septic system, the security system, the antennas, the satellite system, and the telephone system relating to the Leased Premises. Lessee shall maintain the interior of the Leased Premises. Lessee shall also maintain all landscaping in a neat and orderly condition and shall maintain the Leased Premises in good

condition and appearance. If Lessee fails to make such repairs or perform such maintenance as provided for herein, then the Lessor shall have the right to make any such necessary repairs, replacements and maintenance and the cost of so doing shall immediately, upon the completion of those repairs, replacements and/or maintenance, be due and payable by the Lessee and shall be paid or reimbursed by the Lessee to the Lessor and all such costs shall be considered additional rent, fees or charges under this Lease. Lessee shall be responsible for replacing all light bulbs. Lessee shall maintain operable and fully charged fire extinguishers as required by NFPA 10. For the Leased Premises area, Lessee agrees to maintain all wall mounted fire extinguishers in an operable and fully charged condition at a travel distance of not more than fifty (50) feet. Lessee is responsible for inspecting and recharging all fire extinguishers in or on the Leased Premises at least once a month. Also, the Lessee shall obtain an inspection of all fire extinguishers by a certified agency on an annual basis.

6. *Taxes*

Lessee shall be responsible for the direct payment of, or if required, the reimbursement to Lessor for the payment of all taxes, if any, relating to the Leased Premises and its use thereof which may be payable during the Initial Term of this Lease or any renewal term thereof, including but not limited to any real property taxes payable under Md. Code, Tax-Property Article § 6-102(e) as may be amended from time to time. The parties acknowledge that the final determination of whether any tax is payable relating to the Lessee's use and occupancy of the Leased Premises will be in the sole discretion of the Maryland State Department of Assessments and Taxation, although it is anticipated that the Leased Premises will be exempt from real property tax under Md. Code, Tax-Property Article, § 7-211.

7. *Prohibited Activities*

In occupying the Leased Premises, unless the Lessee has obtained the prior written approval and consent of the Airport Manager, Lessee shall not:

(a) use the Leased Premises for any retail, service, industrial, warehousing, repair shop, charter flight, manufacturing or commercial purpose or activity not related directly to the business of the Lessee;

(b) store or operate any kerosene, propane or electric space heaters in the Leased Premises (but this provision shall not prohibit FAA approved aircraft heaters used for the purpose of heating aircraft engines);

(c) perform any maintenance, repair, assembly of any aircraft that the Lessee is not qualified to perform under applicable FAA regulations (any and all painting of any aircraft or aircraft parts in or about the Leased Premises by the Lessee, its employees, agents, invitees, sublessees or any other persons must be conducted within a paint shop or booth that meets and satisfies all applicable State and Federal regulations);

(d) permit others to perform any maintenance, repair, assembly or painting of any aircraft or aircraft parts in or about the Leased Premises, unless those persons are authorized to do so, as stated and described in the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time, and unless those persons have entered into a valid sublease agreement with the Lessee that has been previously approved by the Lessor.

(e) store hazardous or flammable materials in the Leased Premises (fuel in aircraft tanks and lubricants and other materials necessary for the operation or maintenance of the aircraft, if stored in approved containers, and other materials approved in writing by the Airport Fire Chief, excepted);

(f) fuel any aircraft in any Hangar facility;

(g) use, operate or permit the use or operation of any aircraft, vehicle or equipment in or about the Leased Premises or other airport facilities in a manner that may create a risk of harm to persons or property.

8. *Compliance with Airport Rules*

During the term of this Lease and any extension thereof, Lessee shall fully comply with the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time. The execution of this Lease by Lessee shall constitute acknowledgment by Lessee of receipt of the aforesaid Minimum Operating Standards, Rules and Regulations of the Airport.

Lessee shall comply with and shall ensure that its employees, agents, suppliers, tenants, subtenants, licensees, guests and invitees, and any other person over whom it has control, comply with all other rules, regulations, policies and ordinances governing the use of the Airport as are established from time to time. In addition, Lessee shall ensure that all such persons comply with this Lease and with the terms of a letter agreement as may be amended or superceded from time to time between HGR Air Traffic Control Tower and Hagerstown Regional Airport, dated February, 2001, which states that "users are responsible to ensure that their visitors remain clear of the movement areas (as defined in applicable FAA Regulations) and that, in all cases, users will be liable for their visitors' actions". Lessee shall further comply with all security directives issued by the FAA and/or the Airport Manager, or his/her agent, as they may pertain to Lessee's use of the Airport and Airport Facilities. In addition, Lessee shall require that all of its employees receive airport security training as mandated and provided by the Airport Security Coordinator.

9. *Leasehold Improvements or Modifications to Leased Premises*

(a) The Lessee shall, at its sole cost and expense and pursuant to the plans and specifications submitted to the Lessor, construct the Hangar on the Leased Premises as contemplated herein. All construction, improvements and modifications are and will be subject

to the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time, and the prior written consent and approval of the Lessor; with such consent to not be unreasonably withheld. The Lessee shall be deemed to be the owner of the Hangar and all other improvements constructed on the Leased Premises by the Lessee, at all times during the Primary Terms of this Lease. subject to the reversionary interest of the Lessor in the Hangar and the other improvements constructed by Lessee. At all times subsequent to the Primary Terms of this Lease, the Lessor shall be deemed to be the owner of the Hangar and all other improvements constructed on the Leased Premises.

(b) No future (i.e., subsequent to the original construction referred to herein) structural alterations, changes, replacements or additions ("Future Improvements") to the Leased Premises shall be made by the Lessee without the prior written consent and approval of the Lessor.

(c) Any and all improvements, alterations, changes, replacements, additions and/or modifications by the Lessee to the Leased Premises are subject to the prior written approval and consent of the Lessor and shall be made at the sole cost and expense of the Lessee. Approval or denial of any proposed improvement or modification will be at the sole, absolute and subjective discretion of the Lessor. Construction relating to any improvement/modification shall not begin until such time as the Lessee has received the express written approval and consent of the Lessor.

(d) At the time the Lessee requests the consent of the Lessor for any improvement or modification to the Leased Premises, the Lessee must submit a complete set of drawings and specifications to the Airport Manager, or his/her agent, and shall comply with all inspection requirements of the Lessor.

(e) Except as specifically provided for herein, any and all improvements and/or modifications proposed, constructed or installed by the Lessee, its agents, or contractors, including the plans and specifications, shall conform to all applicable statutes, ordinances, building codes, FAA planning and approval processes, and rules and regulations and Lessee shall be solely responsible for obtaining all necessary permits, licenses etc. relating to any improvement and or modification of the Leased Premises. All improvements/modifications made by the Lessee to the Leased Premises must be of first-rate quality.

(f) Within fifteen (15) days of the completion of any approved project, Lessee shall submit one reproducible final copy of the "as built" plans for all improvements or modifications or subsequent changes therein or alterations thereof signed by the Lessee to the Airport Manager.

(g) All improvements (including the construction of the Hangar as contemplated herein) and/or modifications made to the Leased Premises by the Lessee during the Initial Term of this Lease or any renewal term thereof, shall be considered an integral part of the Leased Premises and shall become the property of the Lessor at the termination or expiration of the Primary Terms of this Lease or at the earlier termination or expiration of this Lease as

provided for herein; provided, however, that any trade fixtures, signs and other personal property of Lessee not permanently affixed to the Leased Premises shall remain the property of the Lessee and shall so remain unless Lessee shall fail within fourteen (14) days following the termination or expiration of this Lease to remove its trade fixtures, signs and other personal property of Lessee which are not permanently affixed to the Leased Premises, in which event, at the sole option of the Lessor, title to same shall vest in Lessor at no cost to Lessor.

10. *Condemnation of Leased Premises.*

In the event that the whole of the Leased Premises shall be condemned or taken in any manner for any public or quasi-public use, this Lease shall terminate as of the date of taking possession by the condemning authority. In the event that a portion of the Leased Premises is condemned or taken in any manner for any public or quasi-public use so as, in the reasonable opinion of Lessee, to materially and adversely affect Lessee's use of the Leased Premises, then in such event, Lessee shall have the right to cancel and terminate this Lease as of the date of such appropriation or taking upon giving to Lessor notice in writing of such election within thirty (30) days after the receipt by Lessee from Lessor of written notice of such appropriation or taking. In the event that only a part of the Leased Premises shall be so condemned or taken, and such taking shall not, in the reasonable opinion of Lessee, materially and adversely affect Lessee's use of the Leased Premises, then, effective as of the date of such appropriation or taking, the rent hereunder for such part shall be equitably abated, and this Lease shall continue as to such part not so taken. In the event that a part of the Leased Premises shall be so condemned or taken, and if substantial structural alteration or reconstruction of the Leased Premises with contemplated construction costs in excess of 50% of the then-market value of the improvements on the Leased Premises shall, in the reasonable opinion of Lessor, be necessary or appropriate as a result of such condemnation or taking, Lessor may, at Lessor's option, terminate this Lease and the Lease Term herein granted as of the date of such taking by notifying Lessee in writing within thirty (30) days following the date of taking. All compensation awarded or paid under any total or partial taking shall belong to and be the property of Lessor without any participation by Lessee, provided, however, that:

(a) If the condemnation or taking shall occur during the Primary Terms of this Lease, said compensation, relating to the value of the Hangar only (and not the land upon which the Hangar is constructed), shall be equitably allocated between the Lessor and Lessee to the effect that Lessee shall receive a sum equal to the product of $(25 \text{ minus } x)$ where x equals the then-completed years of the Primary Terms) times 0.04 times the total compensation awarded or paid; and

(b) Nothing contained herein shall be construed to preclude Lessee from prosecuting a claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, cost of removal of or the value of stock, trade fixtures, furniture, equipment, or other personal property belonging to Lessee.

11. *Damages*

Lessee assumes all responsibility for injury, damage or loss to the Leased Premises, or to any aircraft or other property placed in or about the Leased Premises. No bailment is intended to be created by this Lease. Lessee is encouraged to maintain property damage insurance on any and all aircraft.

12. *Intentionally Omitted*

13. *Insurance*

(a) *Liability Insurance - Lessee.* Lessee shall, at Lessee's sole expense, obtain and keep in force during the Initial Term of this Lease and any renewal term thereof a policy of Comprehensive General Combined Single Limit Bodily Injury and Property Damage Insurance insuring Lessee as named insured and Lessor as additional insured, as their interests may appear, against any liability arising out of the use, occupancy, or maintenance of the Leased Premises and any other portion of Airport property utilized by Lessee from time to time. Such insurance shall be in an amount not less than \$5,000,000.00 per occurrence during any given policy period, shall be primary to, and not contributory with, insurance, if any, carried by the Lessor. The policy shall also insure, to the extent allowable under it, performance by Lessee of the indemnity provisions of this Article. The limits of said insurance shall not, however, limit the liability of Lessee under those provisions.

(b) *Property insurance.* Lessee shall, at Lessee's sole expense, obtain and keep in force during the Initial Term of this Lease and any renewal term thereof a policy or policies of insurance covering loss or damage to the Leased Premises (including fixtures and improvements to the Leased Premises, whether built, installed or made by Lessor or Lessee) in an amount not less than the full replacement value thereof, as the same may exist from time to time, and insuring against fire, vandalism, malicious mischief, and all perils included within standard extended coverage. Lessee shall obtain and keep in force during the Lease Term a policy or policies of insurance insuring Lessee against damage to Lessee's equipment and other tangible personal property on the Leased Premises caused by any peril described in the first sentence of this Section 13(b).

Lessee shall be responsible for all damage or loss to Lessee's equipment and tangible personal property not within the coverage of such insurance except to the extent such damage or loss arises from any breach or default in the performance of any obligation of Lessor's to be performed under the terms of this Lease or from any negligence or willful misconduct of Lessor or any of its officers, directors, employees, agents, contractors, or invitees.

(c) *Insurance policies.* The insurance carrier and the form and substance of all policies required to be obtained herein shall be approved by the Lessor. Insurance required hereunder shall be effected under valid and enforceable policies issued by insurers (i) licensed to do business in the State of Maryland, and (ii) with a rating by A. M. Best of at least A-X. All such policies shall contain a provision under which the insured agrees not to cancel or non-renew

the insurance without thirty (30) days' prior written notice to the party to this Lease other than the party required to obtain the insurance and keep it in force. The party responsible for obtaining a particular policy or policies of insurance under this Section 13 shall deliver to the other party prior to the beginning of the Initial Term of this Lease or an renewal term thereof copies of such policies or certificates evidencing such coverage. No such policy shall be cancelable or non-renewable, except after thirty (30) days' prior written notice to the other party. Each party shall, at least twenty (20) days prior to the expiration of any such policy that it is responsible for obtaining hereunder, furnish the other party with certificates evidencing its renewal, or the other party may order such insurance and charge the cost thereof to the party responsible for obtaining such insurance, which amount shall be payable upon demand. Any failure of a party to obtain, maintain, or provide copies of policies or certificates of any insurance required hereunder shall constitute a material and continuing breach of this Lease.

(d) *Indemnity.* Lessee shall indemnify and hold harmless Lessor, and Lessor's officers, directors, employees and agents from and against any and all claims arising from Lessee's use of the Leased Premises, or from the conduct of Lessee's business or from any activity, work, or thing done, permitted, or suffered by Lessee in or upon the Leased Premises, and shall further indemnify and hold harmless Lessor, Lessor's officers, directors, employees, and agents from and against any and all claims arising from any breach or default in the performance of any obligation of Lessee to be performed under the terms of this Lease or arising from any negligence or willful misconduct of Lessee or any of Lessee's officers, directors, employees, agents, contractors, tenants, subtenants, guests, licensees or invitees, and from and against all costs, reasonable attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor, shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor for this Lease, hereby assumes as between Lessee and Lessor all risk of, and waives all claims against Lessor for, damage to property or injury to persons in or upon the Leased Premises arising from any cause other than Lessor's negligence or willful misconduct. Notwithstanding the foregoing, the indemnification by Lessee provided for in this Section 13(d) shall not apply to claims for loss or damage of any kind, whether for personal injury or property damage, to the extent such claims arise from any breach or default in the performance of any obligation of Lessor's to be performed under the terms of this Lease or from any negligence or willful misconduct of Lessor or any of its officers, directors, employees, agents, contractors, or invitees.

(e) *Restrictions.* Lessee shall not permit anything to be done upon the Leased Premises that shall invalidate any policies of insurance of all of the terms of which Lessee has knowledge that are now or hereafter in force with respect to the Leased Premises and will pay to Lessor, on demand, all extra insurance premiums, if any, required to be paid by Lessor on account of extra risk caused by Lessee's use of the Leased Premises.

(f) *Modifications to Insurance Requirements.* Lessor reserves the right to reasonably modify the insurance requirements provided for herein consistent with prevailing

airport industry standards for FBO and related facilities during the Initial Term of this Lease or any renewal term thereof upon reasonable notice to the Lessee.

14. *Lessee's Obligations Upon Expiration*

Following the expiration or earlier termination of this Lease, Lessee shall remove all aircraft and other personal property from the Leased Premises, leave the Leased Premises in a clean, orderly and rentable condition, and return all keys to the Airport Manager.

15. *Default*

(a) The occurrence of any of the following shall constitute an event of default under this Lease: (1) the Lessee shall fail to pay any rent, fees, charges or payments due hereunder and such failure to pay shall continue for a period of ten (10) days after written notice thereof to the Lessee from the Lessor; (2) the Lessee shall fail to perform or fulfill any of the terms, conditions, obligations or covenants herein and such failure shall continue uncured for a period of fifteen (15) days after written notice thereof to the Lessee from the Lessor; (3) the Lessee becomes insolvent or bankrupt; (4) the Lessee suffers dissolution or termination of its existence (and fails to revive its existence within 30 days after demand therefore by the Lessor) or the disposition of all or substantially all of its assets; (5) the Lessee makes an assignment for the benefit of creditors; (6) the Lessee makes application for appointment of a receiver of the Lessee or any of Lessee's property; (7) an Order for Relief is entered with respect to the Lessee in any proceeding in bankruptcy or for reorganization, composition, arrangement or liquidation and any such Order is not vacated within sixty (60) days of the such Order becoming final and non-appealable.

(b) In the event of a default by the Lessee of any term, provision or condition of this Lease, the Lessor shall have all of the rights accorded it under Maryland law, including but not limited to the right to recover consequential damages resulting from Lessee's occupancy of the Leased Premises beyond the expiration or earlier termination of this Lease. Lessor may also exercise any other right or remedy available under applicable law to enforce the terms of this Lease or recover damages for the breach of any terms of this Lease. In any action brought by or against the Lessor in the interpretation or enforcement of this Lease, Lessee, in addition to all other damages, shall pay the reasonable value of attorney's fees incurred by the Lessor in such action, together with the Lessor's litigation expenses, and court costs. This provision shall apply regardless of whether the Lessor is represented in such proceedings by an attorney employed by the Lessor.

(c) If the Lessee fails to meet the requirements of any of the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time, relating to an FBO or otherwise during the term of this Lease, or any extension thereof, this Lease shall terminate following notice to the Lessee of such default and expiration without cure after a reasonable opportunity to cure such default.

16. *Destruction of Premises*

(a) Primary Terms of this Lease.

(i) In case of destruction, partial destruction or other damage to the Leased Premises by fire or other casualty during the Primary Terms of this Lease, Lessee promptly shall repair and restore the damaged or destroyed portions of the Leased Premises if the following two conditions are satisfied or if Lessee does not elect to terminate this Lease under Paragraph 16(a)(iii), *infra*:

(A) The destruction or damage reasonably can be restored or repaired within one hundred eighty (180) days of the commencement of construction; and

(B) The destruction or damage was not the result of any cause which is not covered by insurance upon the Leased Premises.

(ii) In the event the conditions set forth in Subparagraphs (A) or (B) are not satisfied, then Lessee may, upon written notice to the Lessor given not later than sixty (60) days after said fire or other casualty, terminate this Agreement.

(iii) In the event, for any reason, any of the insurance proceeds payable with respect to such fire or other casualty are not applied to the repair and restoration of damages to the Leased Premises, then and in such event, any such insurance proceeds shall be equitably allocated between the Lessor and Lessee to the effect that Lessee shall receive a sum equal to the product of (25 minus x where x equals the then-completed years of the Primary Terms) times 0.04 times the total insurance proceeds received but not applied to the cost of repair or restoration of the Leased Premises.

(b) Subsequent Terms of this Lease.

(i) In case of destruction, partial destruction or other damage to the Leased Premises by fire or other casualty during the Subsequent Terms of this Lease, Lessee shall give immediate written notice thereof to Lessor. Lessor promptly shall repair and restore the damages or destroyed portions of the Leased Premises if the following three (3) conditions are satisfied:

(A) The destruction or damage reasonably can be restored or repaired within one hundred eighty (180) days of the commencement of construction;

(B) Such casualty did not occur in the final three (3) years of the Third Renewal Term of the Subsequent Terms (as defined in Section 18, *infra*) of this Lease; and

(C) The destruction or damage was not the result of any cause which is not covered by insurance upon the Leased Premises.

(ii) In the event Lessor repairs and restores the damaged or destroyed portion of the Leased Premises, then, during the period that the Lessee is deprived of the use of the damaged portion of the Leased Premises, the Lessee shall pay rent only for that part of the Leased Premises that is suitable for occupancy. Rent for the remaining portion of the Leased Premises shall be that portion of the total rent which the square footage area of the Leased Premises which can be reasonably used and occupied bears to the square footage area of the Leased Premises.

(iii) In the event the conditions set forth in Subparagraphs (A) or (B) above are not satisfied, then either party may, upon written notice to the other party given not later than thirty (30) days after said fire or other casualty, terminate this Agreement, and the rent shall be apportioned and paid to the date of the fire or other casualty.

(iv) In the event that the conditions set forth in Subparagraph (C) above is not satisfied, then the Lessor may, upon written notice to the Lessee given not later than thirty (30) days after the date of such casualty, terminate this Agreement, and the rental shall be apportioned and paid to the date of the said casualty.

17. *Sublease or Assignment*

Lessee shall not sublet the Leased Premises or any part thereof or transfer possession or occupancy thereof, or assign or otherwise transfer this Lease without the prior written consent and approval of Lessor. No subletting or assignment of the Leased Premises or any part thereof shall be affected by operation of law or otherwise than by the prior written consent of the Lessor. Lessor's consent to sublet, re-sublet or assign shall not be unreasonably withheld. Lessor hereby consents in advance to the following assignments, subleases, and encumbrances affecting this Lease and the leasehold estate created hereby:

(a) Indemnity Leasehold, Deed of Trust, Assignment and Security Agreement from Lessee to R. Vincent Welty and Michael H. Delauter, Trustees (the "Deed of Trust") for the benefit of Centra Bank, Inc. (the "Bank"); and

(b) Further assignment or sublease by Bank effectuated by foreclosure or assignment, sublease, or other disposition in lieu of foreclosure under the terms of the Deed of Trust, subject, however, to the specific provisions of Paragraph 20(e), *infra.*, with any such transfer of Lessee's interest in the Lease being without recourse as to the said Bank; and

(c) Subleases, licenses, and other occupancy and/or use agreements entered into by the Lessee in the ordinary course of business with the general public for the storage of aircraft in the Hangar and on or about the Leased Premises.

18. *Renewal for Subsequent Terms*

(a) Provided that no event of default then exists, at the expiration of the Third Renewal Term (i.e. the end of the Primary Terms), the term of this Lease shall be renewable, at the option of the Lessee, for a First Subsequent Term of seven (7) years, a Second Subsequent Term of seven (7) years, a Third Subsequent Term of seven (7) years, and a Fourth Subsequent Term of four (4) years (the First Subsequent Term, Second Subsequent Term, Third Subsequent Term and Fourth Subsequent Term hereinafter being sometimes collectively referred to as the "Subsequent Terms"); the option for each such Subsequent Term to be exercised by Lessee at any time not less than six (6) months prior to the expiration of the then-current term of this Lease by written notice to Lessor provided in accordance with this Lease. Notwithstanding the foregoing, in the event that the Lessee fails to timely exercise any renewal option hereunder, the Lessor agrees to send written notice to Lessee of its failure to timely exercise such renewal option, and Lessee shall automatically have an additional period of fifteen (15) days from the date on which such notice of non-exercise from the Lessor is received by the Lessee within which to exercise the renewal option in question. Failure by the Lessee to exercise any renewal option in accordance herewith shall, subject to the other terms and provisions contained herein, cause this Lease to terminate without further notice at the expiration of the current term.

(b) The Lessor and the Lessee agree that for each, if any, Subsequent Term (i.e. First, Second, Third and/or Fourth Subsequent Term) of this Lease, the rental rate for the leasing of the Leased Premises (including the Hangar and other improvements) by the Lessee shall be for that term the then fair market rental value of the Leased Premises. The fair market rental value (i.e. establishment of rent) relating to any Subsequent Term of this Lease as described herein shall be specifically determined by and under the provisions of the then current minimum operating standards (i.e. primary guiding documents) in place at the Hagerstown Regional Airport.

19. *Holding Over*

In the event that Lessee shall not immediately surrender the Leased Premises on the day after the end of the Initial Term or of any renewal term thereof or at the earlier termination or expiration of this Lease as provided for herein, then the Lessee shall become a periodic Lessee on a month-to-month basis at the per month rental rate of the then fair market rental value for the Leased Premises (including the Hangar and other improvements). The periodic monthly tenancy will commence with the first day next after the end of the Initial Term of this Lease or any renewal term thereof and Lessee, as a monthly Lessee, shall be subject to all conditions and covenants of this Lease as though the Lease had originally been a monthly tenancy. Lessee shall give to the Lessor at least thirty (30) days written notice of any intention to quit the Leased Premises, and the Lessee shall be entitled to thirty (30) days written notice to quit, except in the event of non-payment of rent in advance or of breach of any other provision or covenant of the Lease by the Lessee. If such a violation of this Lease occurs, Lessee shall not be entitled to any notice to quit, the usual thirty (30) days notice to quit being over after the expiration of this Lease and, if the Lessor shall desire to regain possession of the Leased Premises promptly at the

expiration of the term, then, at any time prior to the Lessor's acceptance of rent from the Lessee as a periodic monthly Lessee hereunder, the Lessor, at its option, may re-enter and take possession of the Leased Premises by any legal process.

20. *Special Provisions Relating to Bank.*

The parties hereby acknowledge that the construction of the Hangar by the Lessee is the subject of financing contemplated to be extended by Centra Bank, Inc. ("Bank") to Lessee. In order to secure said construction financing, the parties contemplate that Lessee shall convey unto Trustees for the benefit of the Bank the Deed of Trust described in Paragraph 17, *supra*. The term "Bank" shall include Centra Bank, Inc., and its successors and assigns, and any other holder of a leasehold deed of trust or mortgage against this Lease and the leasehold estate created hereby. The term "Deed of Trust" shall include the Deed of Trust, all amendments, modifications, and supplements thereto, and any other leasehold mortgage or deed of trust which refinances or otherwise replaces such Deed of Trust as a first lien against the leasehold estate created hereby.

In order further to secure the Bank, and for so long as the Deed of Trust shall remain in force and effect and not released of record, and notwithstanding any other provision of this Lease to the contrary, the parties hereto agree as follows:

(a) *Notice to Bank; Opportunity to Cure.* When giving notice to Lessee with respect to this Lease, whether such notice is required or not under the terms hereof, the Lessor also shall serve a copy of such notice in writing upon the Bank in accordance with the Notice provisions of this Lease. In the event that the Lessee shall fail to timely exercise any renewal or extension options set forth herein, the Lessor shall deliver written notice of such non-exercise to the Bank and the Bank shall be given an additional thirty (30) days after receipt of such notice of such non-exercise within which to exercise an extension or renewal option hereunder. Whether or not a notice of default is required to be given to Lessee under this Lease with respect to a default hereunder by the Lessee, whether the nature of such default is monetary or non-monetary, the Lessor shall deliver notice of default to the Bank specifying with particularity the nature and extent of the default, and no remedies of any kind may be exercised by the Lessor under this Lease or otherwise against Lessee or Lessee's estate in the Leased Premises unless such notice is delivered to Bank, and the Bank is given a period of time within which to cure such default, which period of time shall not exceed the later of (a) in the case of monetary defaults under the Lease, such as the non-payment of rental (i) fifteen (15) days after receipt by the Bank of notice of monetary default, or (ii) twice the period of time the Lessee is given under this Lease to cure the type of monetary default in question, and (b) in the case of non-monetary defaults (i) forty-five (45) days after receipt by the Bank of notice of non-monetary default or (ii) twice the period of time the Lessee is given under the Lease to cure the type of non-monetary default in question, except that if a non-monetary default is of such a nature that it is not possible with the exercise of reasonable diligence to complete the cure thereof within the applicable time period set forth above, Bank shall have such additional time as is reasonably necessary to cure such default, if within the applicable time period stated the above the Bank has commenced and is diligently pursuing the cure of such default. It is understood and agreed that the Bank shall have the right,

but not the obligation, to remedy any default by Lessee under this Lease or to otherwise perform any covenant, terms, condition or agreement thereof, Lessor shall accept the performance by the Bank under this Lease as though the same had been done or performed by the Lessee and any default of any nature cured by the Bank under this Lease will have the effect of reinstating the Lease and the Lessee to good-standing hereunder and no remedy may be exercised by Lessor with respect to the particular default so cured in accordance with the terms hereof.

(b) *Foreclosure; Right to Buy Loan Documents.* Furthermore, the Lessor shall take no action to effect the termination of this Lease without first giving the Bank reasonable time within which to either (i) obtain possession of the Leased Premises (including possession by a receiver) and cure the default under this Lease, in the case of a default that is capable of being cured only when the Bank has obtained possession, or (ii) to institute foreclosure proceedings and complete such foreclosure, and to sell at foreclosure or by assignment, transfer, or other disposition in lieu of foreclosure Lessee's interest under this Lease and Lessee's leasehold interest in the Leased Premises, with diligence and continuity; provided, however, that the Bank shall not be required to continue such possession or continue such foreclosure proceedings if the default that would have been the reason for effecting a termination of the Lease shall be cured. Lessor agrees that Bank shall be free to assign, transfer, or otherwise dispose of Lessee's interest in this Lease and Lessee's leasehold interest in the Leased Premises by foreclosure of the Deed of Trust or by transfer, assignment or other disposition in lieu of foreclosure to any transferee or foreclosure purchaser, without the consent of the Lessor, and without any continuing liability or recourse against the Bank, and with the Lessor hereby agreeing to recognize such transferee or foreclosure purchaser as the lessee under this Lease, PROVIDED HOWEVER, that prior to any such foreclosure of the Deed of Trust or assignment, transfer or other disposition of the Lessee's interest in this Lease and the leasehold estate created hereunder in lieu of foreclosure, that the Bank shall provide written notice to the Lessor of its intent to foreclose the Deed of Trust or otherwise dispose of Tenant's interest in this Lease and the leasehold estate created hereunder in lieu of foreclosure and with such notice offering to sell, without recourse, the indebtedness secured, directly or indirectly, by the Deed of Trust to the Lessor at the Purchase Price described below, and the Lessor shall have a period of time not to exceed forty-five (45) days from the date such written notice is received by the Lessor, time being of the essence, within which to pay to the Bank, in cash or immediately available funds, an amount equal to the entire outstanding principal balance of the indebtedness secured directly or indirectly by the Deed of Trust, all accrued and unpaid interest due thereon, and all other amounts due under the Deed of Trust and the other documents evidencing, securing, and/or guaranteeing the indebtedness secured thereby (the "Purchase Price") in exchange for a non-recourse endorsement and assignment in favor of the Lessor of the original of all documents evidencing, securing, and/or guaranteeing the indebtedness secured directly or indirectly by the Deed of Trust. Failure by the Lessor to timely purchase the indebtedness secured directly or indirectly by the Deed of Trust in accordance with the foregoing, shall permit the Bank to proceed with the foreclosure of the Deed of Trust or the assignment, transfer, or other disposition of this Lease in lieu of foreclosure, without interference from the Lessor. Failure by the Bank to send the aforesaid notice and offer the indebtedness secured directly or indirectly for sale to the Lessor, shall not affect the Bank's right to foreclose the Deed of Trust or assign, transfer or otherwise dispose of the Tenant's interest in this Lease and the leasehold estate created hereby in

lieu of foreclosure, EXCEPT THAT any such transferee or foreclosure purchaser shall be subject to the prior written consent and approval of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

(c) *Right to a New Lease.* Notwithstanding any provision of this Lease to the contrary, in the event of termination of this Lease, or of any succeeding Lease, for any reason (including the exercise of an option to terminate by Lessee or a failure to timely exercise any renewal or extension options), Lessor shall serve written notice of such termination upon Bank within ten (10) days of the date of such termination, time being of the essence, and Lessor shall, at the request of the Bank, enter into a new Lease for the Leased Premises with the Bank, or at the Bank's option, with any person or entity designated by the Bank, subject to the Lessor's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, (the "New Lease") for the remainder of the Initial Term of this Lease, and any renewal term thereof up to and through the Primary Terms. (as if such termination had not occurred) at the same rent and upon the same terms, provisions, options and conditions in every respect as this Lease subject to the additional conditions set forth below

(i) The Bank shall serve a written request for a new Lease upon the Lessor within sixty (60) days of the date of termination of this Lease, unless notice of termination as aforesaid timely was not given by the Lessor to the Bank, in which case the written request for a new Lease shall be served upon the Lessor by the Bank within fifty (50) days of the date that Bank obtains actual knowledge of such termination; and

(ii) The Bank, or its designee shall pay, or cause to be paid, to Lessor at the time of execution and delivery of the New Lease, all sums that would, at the time of execution and delivery of the New Lease, have been due under this Lease if such termination had not taken place, less the net income, if any, collected by the Lessor from the use of the Leased Premises subsequent to the termination of this Lease and prior to the execution and delivery of the New Lease. Any net income collected by the Lessor during the period between the termination of this Lease and the execution and delivery of the New Lease in excess of amounts due under this Lease during such period shall be applied by the Lessor to rent thereafter becoming due under the New Lease.

(iii) Failure by the Bank to timely request a New Lease, time being of the essence, shall cause the Bank's right to a New Lease hereunder to expire unexercised.

(d) *Bank's Interest in Insurance Proceeds.* Notwithstanding any provisions to the contrary hereinabove contained and so long as the Deed of Trust remains in effect with respect to this Lease, all insurance proceeds recovered by reason of the destruction of all or any part of the improvements on the Leased Premises immediately shall be paid over to the Bank to be applied in the manner set forth in the Deed of Trust. So long as the Deed of Trust remains in effect with respect to this Lease, Lessor and Lessee hereby waive any right, title or interest in and to all such insurance proceeds to the extent of the unpaid indebtedness secured by the Deed of Trust, and do hereby authorize and direct the insurance company liable for such payment to pay all such proceeds directly to the Bank.

(e) *Bank's Interest In Condemnation Proceeds.* Notwithstanding any provisions to the contrary herein contained, in the event of any condemnation or other public taking of all or any portion of the Leased Premises while the Deed of Trust remains in force and effect and any portion of the indebtedness secured thereby remains unpaid, any condemnation proceeds recovered with respect to the Hangar and related improvements (but not the ground (i.e. real property) upon which the Hangar is constructed), by the Lessee, first shall be paid to the Bank, in an amount equal to the entire outstanding principal balance, all accrued and unpaid interest and all other amounts secured by the said Deed of Trust.

21. *Lessor's Waiver*

So long as the Deed of Trust remains in effect with respect to this Lease, Lessor does hereby covenant and agree to and with the Bank, its successors and assigns, that any and all merchandise, equipment, inventory, including accessories pertaining thereto, which may now or hereafter be owned by Bank or in which the Bank may now or hereafter have a security interest, and which may now or hereafter be placed upon the Leased Premises, shall as between the Lessor and the Bank, not be subject to distress for rent, nor liable to any claim, lien or right which the Lessor may now have or which may hereafter accrue to the Lessor; and furthermore that, in the event it becomes necessary, under the terms of any security agreement or other document creating a security interest as aforesaid, for the Bank to take possession of the said merchandise, inventory or other property, then the Lessor will make no objection to the removal of the said property from the Leased Premises, nor to the performance of whatever acts are necessary for such removal. Bank shall restore the Leased Premises to its original condition if removal of any property results in damage to the realty, the Hangar, and/or the Leased Premises.

22. *Authority of Lessor*

Lessor is empowered to enter into this Lease pursuant to the approval by the Board of County Commissioners of Washington County, Maryland.

23. *Right of Entry*

The Lessor, its agents, servants, employees and contractors, and others with the consent of the Airport Manager, shall have the right to enter the Leased Premises at reasonable times for the purpose of inspecting the same, making repairs, improvements, or betterments to the Leased Premises or for any other lawful purpose, upon reasonable advance oral or written notice to Lessee. The Lessor reserves the right to have authorized persons enter the Leased Premises in an emergency, without notice, at any time to ensure that it is free of fire hazards and debris, for required maintenance, or to investigate unusual circumstances, reported problems, or suspected violations of this Lease or Airport rules and regulations.

24. *Future Development of the Airport*

The Lessor reserves the absolute right to further develop or improve the Airport as it sees fit and any agreement or lease between the Lessor and the Lessee would be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the Lessor for federal funds for the development of the Airport. Nothing herein contained, however, shall constitute or be construed as a waiver by the Lessee of any right to seek compensation for the taking of its property or its interest in any property by virtue of any action by the Lessor or the United States as above contemplated.

25. *Notices*

Any notice required or permitted by or in connection with this Lease shall be in writing and shall be made by facsimile transmission (confirmed on the date the facsimile is sent by one of the other methods of giving notice provided for in this Section) or by hand delivery, by Federal Express (or other similar overnight delivery service), or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to the respective parties (or their successors or assigns as hereinafter provided) at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the respective parties. Notice shall be considered given as of the date of the facsimile or the hand delivery, one (1) calendar day after delivery to Federal Express or similar overnight delivery service, or three (3) calendar days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was given as provided herein. If notice is tendered pursuant to the provisions of this Paragraph and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided.

If to Lessee: Rider Jet Center, Inc.
 18539 Henson Boulevard
 Hagerstown, MD 21741
 Fax #:(301) 797-4683

With copy to: Schlossberg & DiGirolamo
 ATTN: Roger Schlossberg, Esquire
 134 W. Washington Street
 Hagerstown, MD 21740
 Fax #(301) 791-6302

If to Lessor: Board of County Commissioners of
 Washington County, Maryland
 100 W. Washington Street, Room 226
 Hagerstown, MD 21740
 Fax #: (240) 313-2201

With copy to: John M. Martirano, Esquire
100 W. Washington Street, Room 202
Hagerstown, MD 21740
Fax #(240) 313-2231

If to Bank: Centra Bank, Inc.
300 Foxcroft Avenue
P.O. Box 1109
Martinsburg, WV 25402
ATTN: A. Stephen Cox, Sr. Vice-President
Fax #:(304) 262-0927

With copy to: Miles & Stockbridge
ATTN: R. Vincent Welty, Esquire
30 W. Patrick Street, Suite 600
P.O. Box 688
Frederick, MD 21705
Fax #:(301) 662-3647

26. ***Binding Effect***

This Lease shall be binding upon and inure to the parties hereto, and their respective heirs, personal representatives, successors and assigns. If there is more than one (1) Lessee, the liability of each is joint and several.

27. ***Non-Waiver***

The failure of the Lessor to insist upon compliance with any term of this Lease shall not be deemed a waiver of any right to enforce such provision.

28. ***Headings***

The headings as used herein are used for convenience or reference only and do not in any way define, limit or describe the scope or intent of this Lease.

29. ***Severability***

The invalidity or unenforceability of one provision of this Lease will not affect the validity or enforceability of the other provisions.

30. ***Governing Law***

This Lease shall be construed, interpreted and governed in accordance with the laws of the State of Maryland.

31. *Warranty of Title*

Lessor hereby warrants generally unto Lessee the leasehold estate hereby conveyed. Further, to the extent permitted by law, Lessor agrees to indemnify and hold Lessee harmless from any and all claims and/or damages resulting from any breach of said warranty, including reasonable attorney's fees and expenses related thereto.

32. *Encumbrances Subject to Leasehold Estate*

Except as specifically provided for herein, any lien or encumbrance with respect to the fee estate in the Leased Premises hereafter created by the Lessor, or coming into existence by operation of law, or otherwise, shall at all times be subject and subordinate to the leasehold estate created hereby, and to Lessee's interest under this Lease and to any succeeding Lease made with Lessee and to any new Lease made hereunder with the Bank. No subordination of the Lessee's interest under this Lease, or any succeeding Lease or the leasehold estate hereby created shall be binding and effective upon the Bank unless such subordination is joined into by the Bank.

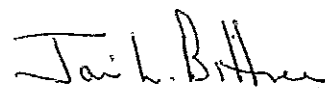
33. *Intended Third-Party Beneficiary.*

So long as the Deed of Trust remains in effect with respect to this Lease, the Lessor and Lessee agree that the Bank and its respective successors and assigns, are intended third-party beneficiaries of this Lease, and they shall each respectively have the right to enforce all provisions set forth herein for their benefit, irrespective of the fact that the Bank and such successors and assigns may lack privity of contract or privity of estate with the Lessor and/or Lessee. Subsequent to the full release of the Deed of Trust all terms, conditions and provisions in this Lease relating in any manner to the Bank shall be null and void and of no further force or effect.


34. *Surrender, Alteration, Amendment, Etc.* So long as the Deed of Trust encumbers the Lessee's interest in the Leased Premises and this Lease, no surrender, alteration, amendment or modification of this Lease shall be made without the prior written consent of the Bank, which consent shall not unreasonably be withheld, conditioned or delayed. Any attempt at surrender, alteration, amendment or modification, if carried out without the prior written consent of Bank, shall be void *ab initio*.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Lease, the day and year first above written.

ATTEST:

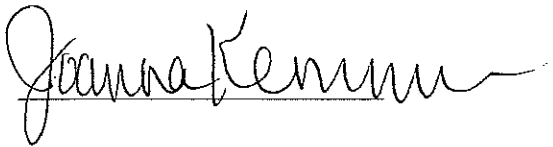


Joni L. Bittner, Clerk

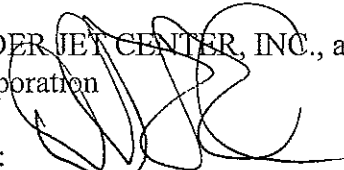
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
BY:  (SEAL)

Gregory L. Snook, President

ATTEST:

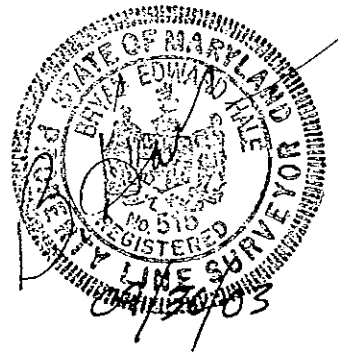


RIDER JET CENTER, INC., a Maryland
corporation

BY:  _____ (SEAL)
David R. Rider, President

H:\AIRPORT\RiderAir\Ridernhfinal.DOC

Prepared by Bryan E. Hale
September 9, 2003
Revised: September 29, 2003



LEGAL DESCRIPTION

LEASE LOT NO. 5

Washington County Business Airpark
Rider F. B. O. – Proposed Hanger

Situate at the Hagerstown Regional Airport near the Air Traffic Control Tower, and easterly of Henson Boulevard approximately opposite of it's intersection with Air Park Drive in Election District No. 13, Washington County, Maryland and being more particularly described as follows:

Beginning for the outline hereof at a point at or near an existing chain-link fence at the edge of the existing paving, and located 215.00 feet left of station 37+63.50 of the centerline of right-of-way as shown on Washington County Right-of-Way Plat No. 100-10-462, the said point having Maryland Grid Coordinates of North 745,511.50 and East 1,106,936.40 (NAD 83), thence crossing the County's lands by five (5) lines as now established,

1. South 15 degrees 29 minutes 50 seconds West 318.84 feet to a point, thence
2. South 74 degrees 30 minutes 10 seconds East 210.00 feet to a point at or near the edge of the airfield West Apron, thence running with a portion thereof
3. North 15 degrees 29 minutes 50 seconds East 259.32 feet to a point at or near an existing corner fence post, thence running with an existing chain-link fence and with the edge of the existing paving the following two (2) courses
4. North 74 degrees 30 minutes 10 seconds West 57.75 feet to a corner fence post and
5. by a non-tangent curve to the left having a radius of 225.00 feet, an arc length of 167.30 feet and subtended by a chord bearing North 53 degrees 09 minutes 02 seconds West 163.47 feet the point of beginning, containing 60,674 square feet or 1.3929 acres of land, more or less.

Being a portion of the property which was conveyed by the City of Hagerstown unto the Board of County Commissioners of Washington County, Maryland, by a deed dated May 19, 1981 and recorded among the Land Records of Washington County, Maryland in Liber 716 at folio 590

37+00
+18.43 = 0+00

PLAT NO. 100-10-462 38+00 37+63.50
BASELINE OF RIGHT-OF-WAY

CONTROL
TOWER LOT

AREA = 60,674 SQ. FT.
OR 1.3929 ACRES±

OWNER:
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MD.
100 WEST WASHINGTON STREET
HAGERSTOWN, MD 21740

(IN FEET)
inch = 50 ft

NOTE:
BY INSPECTION OF FEDERAL EMERGENCY MANAGEMENT AGENCY
COMMUNITY PANEL MAP 240070-0080 A, NO PORTION OF THIS
PROPERTY LIES WITHIN THE 100 YEAR FLOOD PLAIN. THE FLOOD
INSURANCE DESIGNATION IS ZONE "C."

FOR THE WASHINGTON CO. ENGINEERING DEPT.
BRYAN EDWARD HALE-PROPERTY LINE SURVEYOR
MD. REG. NO. 515



WASHINGTON COUNTY, MARYLAND
HAGERSTOWN REGIONAL AIRPORT

PLOT PLAN
FOR LEASE LOT 5
P/O 18539 HENSON BOULEVARD

DWN. BY: BEH	CHKD. BY:	SCALE: 1" = 50'
DWG. NO. 18047-Lot 5	SEPT. 29, 2003	
ELECTION DISTRICT NO. 27	PROPERTY MAP 24	

AMENDMENT #1 TO LEASE AGREEMENT

This AMENDMENT #1 TO LEASE AGREEMENT is made this 10th day of July, 2006, with an effective date of May 1, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, 100 West Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as the "Lessor") and **RIDER JET CENTER, INC.**, a Maryland corporation (hereinafter referred to as the "Lessee").

RECITALS

The Lessor and the Lessee entered into a Lease Agreement (the "Lease") dated October 21, 2003. A copy of said Lease Agreement is attached hereto as Exhibit 1.

The Lessee desires to construct an 15,000 square foot addition to the Hangar proposed in said Lease Agreement.

The Lessor and the Lessee now intend and desire to amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. "Exhibit A" of the Lease is replaced with the Revised Plat Plan for Lease Lot 5, dated May 3, 2006, and attached hereto as "Exhibit 2."
2. Section 2 of the Lease entitled "Term and Rent" is amended and shall read as follows:

2. *Term and Rent*

(a) The initial term (the "Initial Term") of this Lease shall be seven (7) years beginning on the date of this Lease. Further, at the option of the Lessee, the term of this Lease shall be renewable for a First Renewal Term of seven (7) years, a Second Renewal Term of seven (7) years, and a Third

Renewal Term of seven (7) years, and a Fourth Renewal Term of three (3) years (the Initial Term, First Renewal Term, Second Renewal Term, Third Renewal Term, and Fourth Renewal Term hereinafter being sometimes collectively referred to as the "Primary Terms"); the option for each such Renewal Term to be exercised by Lessee at any time not less than six (6) months prior to the expiration of the then-current term of the Lease by written notice to the Lessor provided in accordance with this Lease. Notwithstanding the foregoing, in the event that the Lessee fails to timely exercise any renewal option hereunder during the Primary Terms of this Lease, the Lessor agrees to send written notice to Lessee of its failure to timely exercise such renewal option, and Lessee shall automatically have an additional period of fifteen (15) days from the date on which such notice of non-exercise from the Lessor is received by the Lessee within which to exercise the renewal option in question. Failure by the Lessee to exercise any renewal option in accordance herewith shall, subject to the other terms and provisions contained herein, cause this Lease to terminate without further notice at the expiration of the current term.

§ 5.250 (b) (1) There shall be no rent payable by Lessee to Lessor during the Primary Terms specified herein subject, however, to the provisions of Paragraph 6, *infra*, except that Lessee shall pay to the Lessor annual rent at a rate of \$.35 per square foot of the Addition (for this Lease the square footage to be used by the parties to determine the monthly rental amount is 15,000 square feet (i.e. the footprint of the proposed Addition)) during the Initial Term and the Renewal Terms of this Lease with an automatic annual four percent (4%) escalation in the rate per square foot to be effective at the beginning of each year (hereinafter the "Base Rent"). As a result of the built-in escalator referenced above, the Base Rent will be adjusted on a yearly basis.

(2) Notwithstanding the previous provisions, the parties agree that at the ten (10), twenty (20) and thirty (30) year anniversaries of the Commencement Date of this Lease, a fair market value appraisal of the Leased Premises shall be conducted and the price per square foot used to calculate the monthly rent herein shall be adjusted accordingly. The new rate per square foot multiplied by the above-referenced square footage shall be considered the new "Base Rent" until such time as the next ten (10) year review, subject however to the annual four percent (4%) escalator referenced above. However, the parties also agree and acknowledge that at the 10, 20, and 30 year anniversaries of this Lease, the Base Rent shall

not be adjusted to an amount less than the then current "Base Rent" paid by the Lessee nor should the adjustment exceed the percentage change in the CPI¹ during the period since the last rental review (i.e. at 10 years, 20 years and 30 years).

(c) Lessor shall credit Lessee One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500.00) for Lessee's incurred costs in excavating the site for the Addition to a "pad-ready" condition.

(d) It is mutually agreed between the parties that the Lessee has constructed a hangar and related improvements (the "Hangar") and shall construct a 15,000 square foot addition to the Hangar (the "Addition") on the Leased Premises.

2. Section 10(a) of the Lease entitled "Condemnation of Leased Premises" is amended and shall read as follows:

(a) If the condemnation or taking shall occur during the Primary Terms of this Lease, said compensation, relating to the value of the Hangar only (and not the land upon which the Hangar is constructed), shall be equitably allocated between the Lessor and Lessee to the effect that Lessee shall receive a sum equal to the product of (31 minus x divided by 31 where x equals the then-completed years of the Primary Terms) times the total compensation awarded or paid; and

3. Section 16(a)(iii) of the Lease entitled "Destruction of Premises; Primary Terms of this Lease" is amended and shall read as follows:

(iii) In the event, for any reason, any of the insurance proceeds payable with respect to such fire or other casualty are not applied to the repair and restoration of damages to the Leased Premises, then and in such event, any such insurance proceeds shall be equitably allocated between the Lessor and Lessee to the effect that Lessee shall receive a sum equal to the product of (31 minus x divided by 31 where x equals the then-completed years of the Primary Terms) times the total insurance proceeds

¹ For the purposes of this Agreement, the term "Consumer Price Index" shall mean that index published by the United States Department of Labor, Bureau of Labor Statistics entitled *Consumer Price Index - All Urban Consumers - Washington-Baltimore, DC-MD-VA-WV (All Items) (NOVEMBER 1996=100)*, or such comparable index as shall be substituted in its place and stead by that governmental authority with responsibility therefor.

received but not applied to the cost of repair or restoration of the Leased Premises.

4. Section 18(a) of the Lease entitled "Renewal for Subsequent Terms" is amended and shall read as follows:

(a) Provided that no event of default then exists, at the expiration of the Fourth Renewal Term (i.e. the end of the Primary Terms), the term of this Lease shall be renewable, at the option of the Lessee, for a First Subsequent Term of seven (7) years, a Second Subsequent Term of seven (7) years, a Third Subsequent Term of seven (7) years, and a Fourth Subsequent Term of four (4) years (the First Subsequent Term, Second Subsequent Term, Third Subsequent Term and Fourth Subsequent Term hereinafter being sometimes collectively referred to as the "Subsequent Terms"); the option for each such Subsequent Term to be exercised by Lessee at any time not less than six (6) months prior to the expiration of the then-current term of this Lease by written notice to Lessor provided in accordance with this Lease. Notwithstanding the foregoing, in the event that the Lessee fails to timely exercise any renewal option hereunder, the Lessor agrees to send written notice to Lessee of its failure to timely exercise such renewal option, and Lessee shall automatically have an additional period of fifteen (15) days from the date on which such notice of non-exercise from the Lessor is received by the Lessee within which to exercise the renewal option in question. Failure by the Lessee to exercise any renewal option in accordance herewith shall, subject to the other terms and provisions contained herein, cause this Lease to terminate without further notice at the expiration of the current term.

5. Exhibit A of the Lease is amended replaced in its entirety with Exhibit B attached hereto.
6. All other provisions and covenants of the attached Lease are ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written by their duly authorized representatives and signatories.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Joni L. Bittner

Joni L. Bittner, Clerk

ATTEST:

Cost [Signature]

BY: Gregory I. Snook (SEAL)

Gregory I. Snook, President

RIDER JET CENTER, INC.

BY: [Signature] (SEAL)

DAVID R RIDER

(Printed Name)

PRESIDENT

(Title)

Approved as to form
and legal sufficiency:

Kirk C. Downey

Kirk C. Downey

Assistant County Attorney

PROPERTY MAP 24, PARCEL NO. 689
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY
LIBER 716 FOLIO 590

PLAT NO. 100-10-462 38+00 37+63.50
BASELINE OF RIGHT-OF-WAY

S 74°59'28" E 215.00'
N 74°55'11.4961
E 1106936.4016

POWER POLE

CHORD: R=225.00' L=167.30'
N 53°09'02" W 163.47'

POWER POLE

OVERHEAD POWER LINES

EXISTING FENCE AND
EDGE OF PAVING

N 74°30'10" W 57.75'

REVISED
LEASE LOT 5

AREA = 81,674 SQ. FT.
OR 1.8750 ACRES±

NEW PAVING

WEST APRON

418.84'

FIRE HYDRANT

S 15°29'50" W

WATER METER

20'

ATTACHED
UTILITY ROOM

EXISTING HANGER

NEW PAVING

359.32'

N 15°29'50" E

40'

TROL
LOT

MD GRID (NAD 83)

AMENDMENT #2 TO LEASE AGREEMENT

(Building #26)

This AMENDMENT #2 TO LEASE AGREEMENT is made this 1st day of June, 2009, by and between the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, 100 West Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as the "Lessor") and RIDER JET CENTER, INC., a Maryland corporation (hereinafter referred to as the "Lessee").

RECITALS

The Lessor and the Lessee entered into a Lease Agreement (the "Lease") relating to Airport Building #26 (the "Hangar") dated October 21, 2003.

The Lessor and the Lessee entered into Amendment #1 to Lease Agreement ("Amendment #1") dated July 10, 2006 with respect to that addition to the Hangar of approximately 15,000 square feet constructed by Lessee and described therein (the "First Addition").

The parties now desire to add an additional 3,750 square feet (the "Second Addition") to the existing Hangar leased by Lessee in said Lease, as amended.

The Lessor and the Lessee now intend and desire to amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. "Exhibit A" attached to the Lease (as heretofore substituted as provided in Amendment #1) hereby is deleted in its entirety and that "Revised Plot Plan for Lease Lot No. 5, P/O 18539 Henson Boulevard," dated June 25, 2008, attached hereto and incorporated by reference herein as Exhibit 1 is substituted in its place and stead.
2. Section 2 of the Lease, as amended, entitled "Term and Rent" hereby is deleted in its entirety and the following is substituted in its place and stead:

2. *Term and Rent*

(a) The initial term (the "Initial Term") of this Lease shall commence on October 21, 2003 and shall conclude on December 31, 2010. Further, at the option of the Lessee, the term of this Lease shall be renewable for a First Renewal Term of seven (7) years, a Second Renewal Term of seven (7) years, a Third Renewal Term of seven (7) years, a Fourth Renewal Term of seven (7) years, and a Fifth Renewal Term of four (4) years ending on December 31, 2042 (the Initial Term, First Renewal Term, Second Renewal Term, Third Renewal Term, Fourth Renewal Term and Fifth Renewal Term hereinafter being sometimes collectively referred to as the "Primary Terms"); the option for each such Renewal Term to be exercised by Lessee at any time not less than six (6) months prior to the expiration of the then-current term of the Lease by written notice to the Lessor provided in accordance with this Lease. Notwithstanding the foregoing, in the event that the Lessee fails to timely exercise any renewal option hereunder during the Primary Terms of this Lease, the Lessor agrees to send written notice to Lessee of its failure to timely exercise such renewal option, and Lessee shall automatically have an additional period of fifteen (15) days from the date on which such notice of non-exercise from the Lessor is received by the Lessee within which to exercise the renewal option in question. Failure by the Lessee to exercise any renewal option in accordance herewith shall, subject to the other terms and provisions contained herein, cause this Lease to terminate without further notice at the expiration of the current term.

(b) (1) There shall be no rent payable by Lessee to Lessor during the Primary Terms specified herein subject, however, to the provisions of Paragraph 6, *infra*, except that Lessee shall pay to the Lessor annual rent at a rate of \$.35 per square foot of the First Addition referred to in Amendment #1 (for this Lease the square footage to be used by the parties to determine the monthly rental amount is 15,000 square feet (i.e. the footprint of the First Addition referenced in Amendment #1)) during the Initial Term and the Renewal Terms of this Lease with an automatic annual four percent (4%) escalation in the rate per square foot to be effective at the beginning of each year (hereinafter the "Base Rent"). As a result of the built-in escalator referenced above, the Base Rent will be adjusted on a yearly basis. There shall be no rent payable by Lessee to

Lessor during the Primary Terms specified herein for the Second Addition subject, however, to the provisions of Paragraph 6, *infra*.

(2) Notwithstanding the previous provisions, the parties agree that at the ten (10), twenty (20) and thirty (30) year anniversaries of the Commencement Date of this Lease, a fair market value appraisal of the Leased Premises shall be conducted and the price per square foot used to calculate the monthly rent herein shall be adjusted accordingly. The new rate per square foot multiplied by the above-referenced square footage shall be considered the new "Base Rent" until such time as the next ten (10) year review, subject however to the annual four percent (4%) escalator referenced above. However, the parties also agree and acknowledge that at the 10, 20, and 30 year anniversaries of this Lease, the Base Rent shall not be adjusted to an amount less than the then current "Base Rent" paid by the Lessee nor should the adjustment exceed the percentage change in the CPI¹ during the period since the last rental review (i.e. at 10 years, 20 years and 30 years).

(c) Lessor shall credit against Lessee's rental obligations hereinabove set forth the sum of One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500.00) for Lessee's incurred costs in excavating the site for the First Addition to a "pad-ready" condition.

3. Section 10(a) of the Lease entitled "Condemnation of Leased Premises" is amended and shall read as follows:

(a) If the condemnation or taking shall occur during the Primary Terms of this Lease, said compensation, relating to the value of the Hangar only (and not the land upon which the Hangar is constructed), shall be equitably allocated between the Lessor and Lessee to the effect that Lessee shall receive a sum equal to the product of (39 minus x divided by 39 where x equals the then-completed years of the Primary Terms) times the total compensation awarded or paid; and

¹ For the purposes of this Agreement, the term "Consumer Price Index" shall mean that index published by the United States Department of Labor, Bureau of Labor Statistics entitled *Consumer Price Index - All Urban Consumers - Washington-Baltimore, DC-MD-VA-WV (All Items)* (NOVEMBER 1996=100), or such comparable index as shall be substituted in its place and stead by that governmental authority with responsibility therefor.

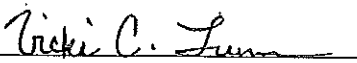
4. Section 16(a)(iii) of the Lease entitled "Destruction of Premises; Primary Terms of this Lease" is amended and shall read as follows:

(iii) In the event, for any reason, any of the insurance proceeds payable with respect to such fire or other casualty are not applied to the repair and restoration of damages to the Leased Premises, then and in such event, any such insurance proceeds shall be equitably allocated between the Lessor and Lessee to the effect that Lessee shall receive a sum equal to the product of (39 minus x divided by 39 where x equals the then-completed years of the Primary Terms) times the total insurance proceeds received but not applied to the cost of repair or restoration of the Leased Premises.

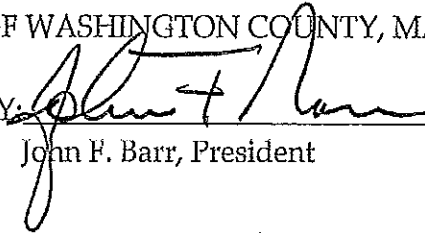
5. All other provisions and covenants of the attached Lease, as amended, are ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written by their duly authorized representatives and signatories.

ATTEST:


~~JOHN M. MARTIRANO~~, Clerk
Vicki C. Lumm

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

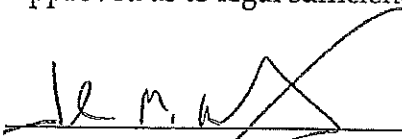
BY:  (SEAL)
John F. Barr, President

ATTEST:

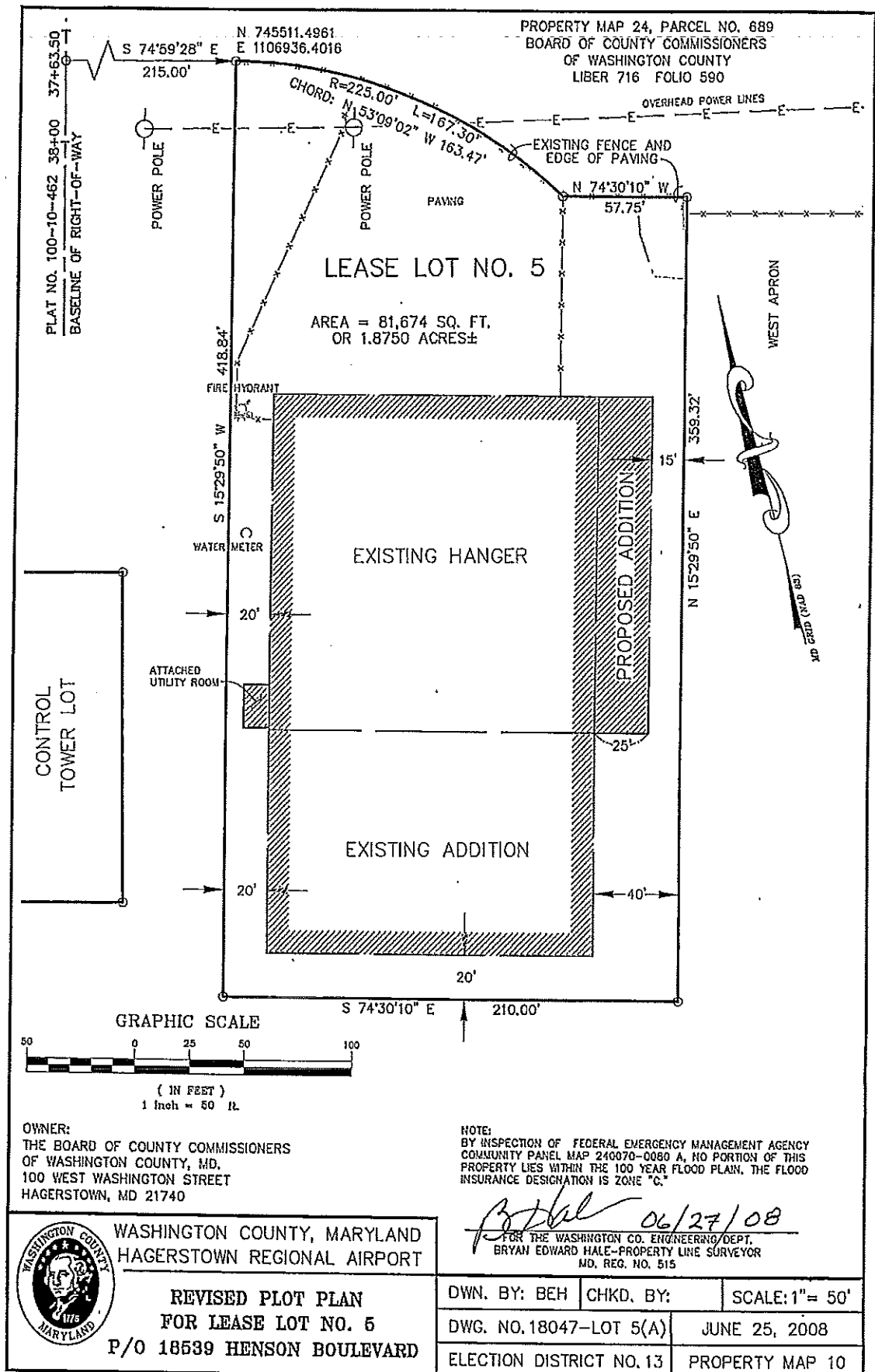

RIDER JET CENTER, INC.

BY: _____ (SEAL)
David R. Rider, President

Approved as to legal sufficiency:


John M. Martirano
County Attorney

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AMENDMENT #3 TO LEASE AGREEMENT

(Hangar/Building #26)

This March 20th 2013, effective July 1, 2012, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, 100 West Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as the "Lessor") and **RIDER JET CENTER, INC.**, a Maryland corporation (hereinafter referred to as the "Lessee").

RECITALS

The Lessor and the Lessee entered into a Lease Agreement (the "Lease") relating to Airport Building #26 (the "Hangar") dated October 21, 2003.

The Lessor and the Lessee entered into Amendment #1 to Lease Agreement ("Amendment #1") dated July 10, 2006 with respect to an addition to the Hangar of approximately 15,000 square feet constructed by Lessee and described therein (the "First Addition").

The Lessor and the Lessee entered into Amendment #2 to Lease Agreement ("Amendment #2") dated June 1, 2009 with respect to adding an additional 3,750 square feet to the existing Hangar.

The Lessor and the Lessee now intend and desire to amend certain other provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Any reference to "Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995" in the Lease, or any amendment thereto, is amended to read "Primary Guiding Documents" - Hagerstown Regional Airport, adopted October 31, 2006" ("Primary Guiding Documents").
2. Any reference to "Airport Manager" in the Lease, or any amendment thereto, is amended to read "Airport Director."
3. Section 9 of the Lease entitled "Leasehold Improvements or Modifications to Leased Premises" hereby is deleted in its entirety and the following is substituted in its place and stead:

9. *Leasehold Improvements or Modifications to Leased Premises*

(a) The Lessee shall, at its sole cost and expense and pursuant to the plans and specifications submitted to the Lessor, construct the Hangar on the Leased Premises as contemplated herein. All construction, improvements and modifications are and will be subject to the Primary Guiding Documents, as may be amended, revised, or updated from time to time, and the prior written consent and approval of the Lessor; with such consent to not be unreasonably withheld.

(b) No future (i.e., subsequent to the original construction referred to herein) structural alterations, changes, replacements, or additions ("Future Improvements") to the Leased Premises shall be made by the Lessee without the prior written consent and approval of the Lessor.

(c) Any and all improvements, alterations, changes, replacements, additions and/or modifications by the Lessee to the Leased Premises are subject to the prior written approval and consent of the Lessor and shall be made at the sole cost and expense of the Lessee. Approval or denial of any proposed improvement or modification will be at the sole, absolute, and subjective discretion of the Lessor. Construction relating to any improvement/modification shall not begin until such time as the Lessee has received the express written approval and consent of the Lessor.

(d) At the time the Lessee requests the consent of the Lessor for any improvement or modification to the Leased Premises, the Lessee must submit a complete set of drawings and specifications to the Airport Director, or his/her agent, and shall comply with all inspection requirements of the Lessor.

(e) Except as specifically provided for herein, any and all improvements and/or modifications proposed, constructed or installed by the Lessee, its agents, or contractors, including the plans and specifications, shall conform to all applicable statutes, ordinances, building codes, FAA planning and approval processes, and rules and regulations and Lessee shall be solely responsible for obtaining all necessary permits, licenses etc. relating to any improvement and or modification of the Leased

Premises. All improvements/modifications made by the Lessee to the Leased Premises must be of first-rate quality.

(f) Within fifteen (15) days of the completion of any approved project, Lessee shall submit one reproducible final copy of the "as built" plans for all improvements or modifications or subsequent changes therein or alterations thereof signed by the Lessee to the Airport Director.

(g) All improvements (including the construction of the Hangar as contemplated herein) and/or modifications made to the Leased Premises by the Lessee during the Initial Term of this Lease or any renewal term thereof (the "Improvements"), shall be considered an integral part of the Leased Premises and shall be deemed fixtures of the Leased Premises and the property of the Lessor from and after the earlier of (i) the completed construction of such improvements and/or modifications; (ii) the termination or expiration of the Primary Terms of this Lease; or (iii) the earlier termination or expiration of this Lease as provided for herein; provided, however, that to the extent permitted by applicable federal and State laws, rules, and regulations, Lessee shall have the right to claim depreciation on the Improvements; and further provided, that any trade fixtures, signs and other personal property of Lessee not permanently affixed to the Leased Premises shall remain the property of the Lessee and shall so remain unless Lessee shall fail within fourteen (14) days following the termination or expiration of this Lease to remove its trade fixtures, signs and other personal property of Lessee which are not permanently affixed to the Leased Premises, in which event, at the sole option of the Lessor, title to same shall vest in Lessor at no cost to Lessor.

4. Section 10 of the Lease entitled "Condemnation of Leased Premises" is deleted in its entirety and the following is substituted in its place and stead:

10. *Condemnation of Leased Premises*

In the event that the whole of the Leased Premises shall be condemned or taken in any manner for any public or quasi-public use, this Lease shall terminate as of the date of taking possession by the condemning authority. In the event that a portion of the Leased Premises is condemned or taken in any manner for any public or quasi-public use so as, in the reasonable opinion of

Lessee, to materially and adversely affect Lessee's use of the Leased Premises, then in such event, Lessee shall have the right to cancel and terminate this Lease as of the date of such appropriation or taking upon giving to Lessor notice in writing of such election within thirty (30) days after the receipt by Lessee from Lessor of written notice of such appropriation or taking. In the event that only a part of the Leased Premises shall be so condemned or taken, and such taking shall not, in the reasonable opinion of Lessee, materially and adversely affect Lessee's use of the Leased Premises, then, effective as of the date of such appropriation or taking, the rent hereunder for such part shall be equitably abated, and this Lease shall continue as to such part not so taken. In the event that a part of the Leased Premises shall be so condemned or taken, and if substantial structural alteration or reconstruction of the Leased Premises with contemplated construction costs in excess of 50% of the then-market value of the improvements on the Leased Premises shall, in the reasonable opinion of Lessor, be necessary or appropriate as a result of such condemnation or taking, Lessor may, at Lessor's option, terminate this Lease and the Lease Term herein granted as of the date of such taking by notifying Lessee in writing within thirty (30) days following the date of taking. All compensation awarded or paid under any total or partial taking shall be prorated pursuant to the respective interests of the parties hereto.

Nothing contained herein shall be construed to preclude Lessee from prosecuting a claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, cost of removal of or the value of stock, trade fixtures, furniture, equipment, or other personal property belonging to Lessee.

5. Section 13 of the Lease entitled "Insurance" is amended by deleting Section 13.(b) in its entirety and the following is substituted in its place and stead:

13. ***Insurance***

(b) ***Property insurance.*** Lessee shall, at Lessee's sole expense, obtain and keep in force during the Primary Terms of this Lease a policy or policies of insurance covering loss or damage to the Leased Premises (including fixtures and improvements to the Leased Premises, whether built, installed or made by Lessor or Lessee) in an amount not less than the full

replacement value thereof, as the same may exist from time to time, and insuring against fire, vandalism, malicious mischief, and all perils included standard extended coverage. Lessee shall obtain and keep in force during the Primary Terms a policy or policies of insurance insuring Lessee against damage to Lessee's equipment and other tangible personal property on the Leased Premises caused by any peril described in the first sentence of this Section 13(b).

Lessee shall be fully responsible for all damage or loss to Lessee's equipment and tangible personal property not within the coverage of such insurance except to the extent such damage or loss arises from any breach or default in the performance of any obligation of Lessor's to be performed under the terms of this Lease or from any negligence or willful misconduct of Lessor or any of its officers, directors, employees, agents, contractors, or invitees.

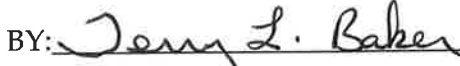
6. All other provisions and covenants of the Lease, as amended in Amendment #1 and Amendment #2, are ratified and confirmed and remain in full force and effect, unless specifically modified in this Amendment #3.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written by their duly authorized representatives and signatories.

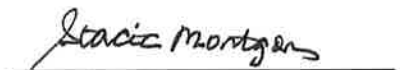
ATTEST:


Vicki C. Lumm, Clerk


BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BY:  (SEAL)
Terry L. Baker, President

ATTEST:



RIDER JET CENTER, INC.

BY:  (SEAL)
David R. Rider, President

Approved as to legal sufficiency:


John M. Martirano
County Attorney

AMENDED AND RESTATED
FIXED BASE OPERATION AGREEMENT

THIS FIXED BASE OPERATION AGREEMENT (this "Agreement") is made this 18th day of August 2014, with an effective date of July 1, 2014, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter referred to as "County") and RIDER JET CENTER, INC., a Maryland corporation, (hereinafter referred to as the "FBO.")

RECITALS

1. Pursuant to the Fixed Base Operation Agreement dated September 4, 2003 and made effective November 1, 2002 (the "Original FBO Agreement") the County granted the FBO the right and concession to operate a full service fixed base operation at the Hagerstown Regional Airport (hereinafter sometimes referred to "Airport").

2. The County and the FBO entered into a Lease Agreement dated October 31, 2013 (the "Lease Agreement") to facilitate and allow the FBO to construct a new, mixed-use commercial building to be known as Building #25 to be used in conjunction with and as a part of the FBO's operation of its full service fixed base operation at the Airport. The County and the FBO also will be entering into an Amendment #4 to Lease Agreement for Hangar/Building #26 (the "Building 26 Amendment") so that Building #26 can also be incorporated into and used in conjunction with and as part of the FBO's operation of its full service fixed base operation.

3. The County and the FBO now desire to enter into this Agreement to rescind and terminate the Original FBO Agreement and replace same with the terms and conditions contained herein which shall govern the FBO's continued right and concession to provide a full service fixed base operation at the Airport from and after the effective date.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree and intend to be legally bound as follows:

1. **Premises for the location of the FBO Operation.** The FBO agrees to operate a fixed base operation at the Airport on the property and improvements more particularly defined and described in the Lease Agreement, the Building 26 Amendment, as well as the land surrounding the Leased Premises and the West apron located at the Airport, (hereinafter referred to collectively as the "Premises"). The County hereby grants the right and concession to allow the FBO to operate a fixed base operation on the Premises, subject to the provisions of this Agreement.

2. **Term.** The term of this Agreement shall, in all respects, be coterminous with the term (including all renewals or extensions thereof) of the Lease Agreement and Building 26 Amendment.

3. **Primary Guiding Documents, Minimum Operating Standards, Rules and Regulations.** The FBO shall fully and at all times during the term of this Agreement comply with all of the current Airport Sponsor Assurances, FAA requirements and guidelines for FAA Grant Assurances, County Ordinances, and the Primary Guiding Documents – Hagerstown Airport, adopted October 31, 2006, as may be amended, revised or updated from time to time (the “Primary Guiding Documents”). The FBO shall be required to comply with any “new” minimum operating standards, rules and regulations adopted by the County hereafter relating to capital improvements (i.e. relating to the required size of the facility housing a fixed base operation at the Airport) within a reasonable time, not to exceed two (2) years, from the effective date of any such new minimum operating standards, rules and regulations. However, and notwithstanding the previous sentence, the FBO shall fully and immediately comply with all other current Airport Sponsor Assurances, FAA requirements and guidelines, County Ordinances and Primary Guiding Documents, as may be amended, revised or updated from time to time, at all times during the term of this Agreement.

4. **Use of Premises.** The FBO shall use and permit the use of the Premises for the storage, repair, inspection, reconstruction and maintenance of aircraft, and for all other lawful aeronautical use purposes, subject to the restrictions and conditions specified by the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time, and this Agreement between the County and the FBO. The FBO is prohibited from subletting the Premises to any sublessee except as may be permitted with the County’s consent pursuant to the terms of the Lease Agreement. The FBO may display such illuminated and other signs as may be approved by the County and which are suitable for identifying the FBO’s business, subject to all applicable governmental laws, ordinances and Airport and FAA regulations and minimum standards.

5. **Restrictions on Use.** The FBO shall not obstruct, interfere with, injure, or unlawfully annoy tenants of other hangars or other persons lawfully using the facilities of the Airport. The FBO shall not violate any local, State, or federal law, ordinance, rule, or regulation applicable to the Premises and in use of the Premises shall comply with all rules and regulations of the Federal and State Aviation Administrations. The FBO will not use or permit the use of the Premises or any part thereof for any disorderly, unlawful, or extra-hazardous purpose, or for any purpose other than herein specified and/or specified in the Lease Agreement, and will not permit the accumulation of any unsightly materials on the unenclosed areas of the Premises.

6. **Assignment of Obligations.** The FBO may not assign any of its obligations under this Agreement to any third party without the prior written consent of the County. The County, in its sole and absolute discretion, may deny any request for assignment of obligations under the terms of this Agreement.

7. **Services Provided by the FBO.** The FBO agrees to conduct a fixed base operation business at the Airport engaging in basically the business of aircraft maintenance, repairs, line services, fuel sales, and other aeronautical activities related thereto. At a minimum, the following services shall be provided by the FBO to the public:

(A) Hours of Operation

(1) Fueling, aircraft parking and tie-down services, fuel sales and customer services shall be provided during those hours necessary to adequately meet public demand for such services. At a minimum, these services shall be provided from 5:00 a.m. to 10:00 p.m., seven days per week including holidays.

(2) Other services, both required and optional, including the services outlined above, shall be available, at a minimum, to the public between the hours of 8:00 a.m. and 5:00 p.m. daily, five (5) days per week, excluding holidays.

(B) Aeronautical Services to be Provided

(1) All products and services shall be provided by the FBO's employees or authorized designee using the FBO's vehicles and equipment. Any services that require contractual agreements with other entities must be pre-approved by Airport management or the County.

(2) The FBO's products and services shall include, at a minimum, the following:

(a) Aviation Fuels and Lubricants (Jet Fuel, Avgas and Aircraft Lubricants)

(1) The FBO shall be capable of delivering and dispensing Jet Fuel, Avgas and Aircraft lubricants into all aircraft normally frequenting the Airport.

(2) The FBO shall be capable of providing a response time not to exceed fifteen (15) minutes during required hours of activity and not to exceed sixty (60) minutes after hours.

(b) Ground Services and Support

- (1) Aircraft marshalling and towing
- (2) Oxygen, nitrogen and compressed air services
- (3) Aircraft deicing
- (4) Baggage handling
- (5) Lavatory Services
- (6) Ground power
- (7) Aircraft cleaning services
- (8) Courtesy Transportation
- (9) Ground transportation arrangements (limousine, shuttle and rental car)(any agreements and/or affiliations between the FBO and any limousine, shuttle and/or rental car companies must receive the prior written approval of the County)
- (10) Hotel arrangements
- (11) Aircraft catering

(c) Aircraft Maintenance

- (1) All FBO maintenance personnel must be able to perform minor and preventative maintenance (as defined in 14 CFR Part 43) on the airframe, powerplants and associated systems of all aircraft normally frequenting the Airport.
- (2) The FBO may meet the minimum standards for the provisions of aircraft maintenance by and through a County approved authorized designee who meets the Minimum Standards for Aircraft Maintenance Operator and operates from the FBO's premises or other

authorized, designated location.

(d) Optional Services

The FBO may provide any optional services as detailed in the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time.

8. **Prohibited Uses.** The FBO shall not operate in any other manner than set out above and in the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time. Without limiting the generality of such a prohibition, the following uses are specifically prohibited on the Premises and the Airport without the prior written consent of the County:

(A) sale of alcoholic beverages, except as part of the FBO's aircraft catering services or for consumption on the Premises incidental to the operation of a restaurant/café located on the Premises which shall be permitted

(B) maintenance or sale of non-aviation products or services

(C) any use prohibited by a local, State or federal law or regulation

9. **Fuel Farm Facility.**

(A) In providing fuel sales to customers as part of the FBO's contemplated fixed base operation, the FBO agrees that it shall utilize only the authorized fuel storage facilities located at the Airport which are owned and operated by the County and that it shall abide by all operational procedures established by County, State and federal regulations. Notwithstanding the foregoing, the Tenant and the County agree and acknowledge that because of the unavailability for use by the Tenant of the fuel tanks at the County-owned fuel storage facilities at the Airport on the date of commencement of Tenant's business operations (through no fault attributable in any way to Tenant), the Tenant shall not be required to fully utilize the said County-owned fuel storage facilities as is contemplated herein until ninety (90) days after the date of commencement of Tenant's business operations.

(B) The County and the Tenant agree that Tenant's use of the County-owned fuel storage facilities shall be on those same terms and conditions (including all charges by the County incident to the use thereof) as all other FBOs entitled to the use of said fuel storage facilities.

(C) The Airport agrees to maintain a minimum 80BC rated portable fire extinguisher and a 125 lb. wheeled extinguisher at an accessible location near the fuel storage facility. The Airport shall conduct monthly inspections and shall have the extinguishers inspected annually and as required by a licensed fire extinguisher maintenance facility.

10. **Fuel Supplier.** The FBO shall provide the County written notice of its intention to change or alter its fuel supplier relating to its fixed base operation at the Airport at least ninety (90) days prior to the institution of such a change. The change of fuel suppliers must be approved in writing by the Airport Manager.

11. **FBO Personnel.**

(A) All FBO personnel, while on duty, shall be clean and neat in appearance, courteous, and at all times, properly uniformed. Management and administration personnel of the FBO are not required to wear uniforms. Personnel uniforms shall identify the name of the FBO and the employee and shall be clean, professional and properly maintained at all times.

(B) All FBO personnel shall attend any and all training sessions required by the County, the Maryland Aviation Administration and/or the Federal Administration Agency, including but not limited to, airport security training, ground operations training and, if applicable, driving training.

(C) All FBO personnel shall obtain and carry with them at all times while on the Airport all proper Airport identification badges/credentials. The Airport reserves the right to fingerprint and conduct criminal history background checks as well as all other required security checks on all prospective employees that require authorization to have unescorted access privileges to the secure portion of the aircraft operations area.

(D) The FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with the standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping and emergency response procedures to fuel fires and spills. The FBO's SOP shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling vehicles. Inspections shall be conducted by the County on a quarterly basis.

(E) The FBO shall have at least one (1) properly trained and qualified employee on each shift providing Aircraft fueling, parking and ground

services support.

(F) The FBO shall have ready access to at least one (1) licensed and properly trained and qualified Airframe and Powerplant mechanic to perform aircraft maintenance on aircraft frequenting the Airport on-duty and on-premises for at least eight (8) hours during the FBO's hours of activity, five (5) days a week.

12. **Fueling Equipment.**

(A) The FBO shall have at least one (1) operating and fully functional jet fuel vehicle having a capacity of at least 2000 gallons and at least one (1) fully functional Avgas vehicle having a capacity of at least 750 gallons.

(B) All refueling vehicles utilized by the FBO at the Airport shall be equipped with metering devices that meet all applicable County, State or federal rules and regulations. At least one (1) refueling vehicle dispensing jet fuel shall have over-the-wing and single point aircraft servicing capability. All refueling vehicles shall be bottom loaded.

(C) All refueling vehicles utilized by the FBO at the Airport shall be equipped and maintained to comply with all applicable County, State and federal safety and fire prevention requirements or standards, including but not limited to the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time, the State of Maryland Fire Code and Fire Marshal's Code, the National Fire Protection Association Codes and 14 CFR Part 139, Airport Certification, Section 139.321 Handling/Storing of Hazardous Substances and Materials, as may be amended, revised or updated from time to time, Applicable FAA Advisory Circulars, including AC 00-34, A "Aircraft Ground Handling and Servicing", and Advisory Circular 150/5210-5D "Painting, Marking And Lighting Of Vehicles Used On An Airport, as may be amended, revised or updated from time to time.

(D) A fully charged and operational 80BC minimum rated canister style fire extinguisher shall be mounted on each mobile refueling vehicle. The FBO agrees to conduct a monthly inspection of each fire extinguisher. In addition, the FBO agrees to have the fire extinguishers inspected annually and as required by a licensed fire extinguisher maintenance facility.

13. **Breach.** The appointment of a receiver to take possession of the assets of the FBO, a general assignment for the benefit of the creditors of the FBO, any action taken or allowed to be taken by the FBO under any bankruptcy act, or the failure of the FBO or any assignee of any agreement between the FBO and any third party to comply with each and every term and condition of this Agreement and any assignment approved by the County shall constitute a violation of this Agreement. The FBO shall have ten (10) days after receipt of written notice from the County of any violation in

which to correct the conditions specified in the notice, or, if the corrections are not made within the ten (10) day period, the FBO shall have a reasonable time to correct the violation (except non-payment of fees due the County) so long as action is taken by the FBO within seven (7) days after receipt of the notice. Notice of any violation of this Agreement by the FBO shall also be provided to any mortgagee of record with a security interest in the FBO's leasehold estate in the Premises.

14. **Remedies of the County for Breach.** If the FBO shall fail to pay any fee or charge due the County at the time it shall become due and payable under this Agreement, even though no formal demand shall have been made for said fee or charge, or if the FBO shall violate or breach any of the covenants, conditions, and provisions of this Agreement, and not remedy such violations in accordance with paragraph 7, or discontinue the FBO operations under this Agreement in excess of thirty (30) days, or fail to provide all required aeronautical services, then, at the option of the County, after providing the notices and opportunity to cure required by Section 13 hereinabove, this Agreement may be immediately terminated.

15. **Representations or Warranties.** The FBO acknowledges that neither the County's nor the FBO's agents have made any representations or warranties to the suitability of the Premises for the conduct of the FBO's business.

16. **Insurance.**

(A) The FBO is required during the term of this Agreement and any extension or renewal thereof, to procure and maintain, at its own expense, the following type and amount of insurance:

(1) Comprehensive General Liability Combined Single Limit insurance including but not limited to premises and operations, contractual liability, owners and contractors liability, bodily injury and property damage, products/completed operations, with a combined single limit of \$5,000,000 per occurrence.

(2) Vehicular Liability Combined Single Limit insurance with a combined single limit of \$5,000,000 per occurrence.

(3) Upon commencement and for the duration of any aircraft storage operations, the FBO shall provide a hangars' keepers liability coverage policy in at least the minimum amount required by the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995, as may be amended, revised or updated from time to time.

(4) The FBO shall comply with all Workers' Compensation laws of the State of Maryland and shall procure and maintain a Workers' Compensation and Employer's Liability Policy with minimum limits of

Workers' Compensation: statutory and Employer's Liability: \$100,000 (each accident); \$500,000 (disease – policy limit); and \$100,000 (disease – each employee).

(B) The insurance carrier and the form and substance of all policies shall be approved by the County. The insurance carrier shall be a responsible insurance carrier authorized to do business in the State of Maryland and shall have a policyholders' rating of no less than "A-" in the most recent edition of Best's Insurance Reports.

(C) The Tenant shall name the County as an additional insured on all required policies. The Tenant shall also provide the County with a certificate of insurance evidencing the above-referenced insurance and requiring at least thirty (30) days advance notice, in writing, of any cancellation or material change to the policy. Said notices and certificates of insurance shall be provided to the Airport Manager.

(D) The parties acknowledge and agree that the required insurance coverage as outlined herein as well as the minimum policy limits of the required insurance coverage herein may be modified or revised from time to time at the sole discretion of the County.

17. **FBO Fees.** During the term of this Agreement, the FBO shall have the exclusive right to manage (but not the exclusive right to use) the West Apron and the obligation to collect tie-down fees for aircraft occupying tie-downs overnight, as well as landing fees and ramp fees based upon a schedule of fees established and modified from time to time at the discretion of the County. During the term of this Agreement, the FBO agrees that fifty percent (50%) of the collected Landing Fees shall be remitted (i.e. paid) to the County by the 15th of each month for the previous month. The FBO may retain the balance of all collected Landing Fees in addition to one hundred percent (100%) of all West Apron Tie-Down and Ramp Fees. However, these must be reported to the County by the 15th of each month for the previous month.

(A) The FBO shall collect the above-stated landing fees in accordance with the rates and charges and rules and regulations that the County may adopt from time to time for the purpose of setting fee rates and charges at the Airport. The FBO shall share the responsibility of collecting landing fees with other fixed base operators located at the Airport. The determination as to who collects these fees is as follows:

(1) Each fixed base operator shall be responsible for the collection of landing fees from any operator utilizing the fixed base operator's facilities and/or parked on the fixed base operator's demised areas.

(2) Any commercial aircraft operator parking on any public aircraft ramp shall be charged a landing fee by the fixed base operator which is providing fuel or other services to that particular aircraft operator.

(3) If the non-based aircraft operator does not require fuel or services while parked on the public aircraft ramp, the fixed base operator shall be required to collect any applicable landing fee.

18. **Fuel Fees.** In addition to other fees, the FBO shall pay to the County a fuel flow fee, as established from time to time by the County, on fuel delivered to the Airport for the FBO. The fuel flow fee is currently eight (\$.08) cents per gallon of fuel delivered to the Airport for the FBO. The FBO shall also pay to the County a fuel farm facility maintenance fee of nine (\$.09) cents per gallon on all fuel delivered to the Airport for the FBO. Should the County modify the fuel flow fees or the fuel farm facility maintenance fee at the Airport, the FBO agrees to pay to the County the modified fee. The County shall notify the FBO of any rate increase thirty (30) days prior to implementation.

The County shall have the right to inspect and audit the bills, receipts and records pertaining to the delivery of fuel for the FBO.

19. **Accountability.**

(A) The FBO shall keep full and accurate books and records showing all of its purchases of fuel and fuel related sales taxes. The County shall have the right through its representatives, and at all reasonable times, to inspect any and all fuel records. The FBO agrees that all such records and instruments will be made available to the County for at least a three (3) year period following the end of each annual period of this Fixed Base Operation Agreement.

(B) A report of fuel received, on a form supplied by the County and signed by a responsible accounting officer of the FBO, shall be submitted to the County along with payment to the County, on or before the 15th day of the month following that which is covered by the report. In the event of no fuel deliveries, a report indicating same will also be due on the 15th day of the month following the month which is covered by the report.

(C) Without waiving any other right of action available to the County in the event of default in payment of the fees hereunder, in the event that the FBO is delinquent for a period of thirty (30) days or more in payment to the County any such fees, the FBO shall pay to the County a late payment charge thereon at the rate of one and one-half (1 1/2%) percent per month from the date such item was due and payable until paid.

(D) The County reserves the right to audit the FBO's books and records of receipts at any time for the purpose of verifying the fuel deliveries and sales hereunder. If, as a result of such audit, it is established that the FBO has understated the fuel deliveries and sales by it by three (3%) percent or more (after the deductions and exclusions provided for herein) of the amount paid to the County

during the previous annual reporting period under this Agreement, the entire expense of said audit shall be borne by the FBO. Any additional percentage fees due, shall forthwith be paid by the FBO to the County with the late payment charge thereof at eighteen (18%) percent per annum from the date such additional percentage fee becomes due.

20. **Unicom Frequency.** The FBO acknowledges and agrees that it shall exercise a fair and equitable use of the Unicom frequency at the Airport.

21. **Indemnification.** The FBO agrees to defend, indemnify, and hold the County harmless, including but not limited to attorney's fees, from and against any and all claims, suits or actions arising or alleged to arise for any reason as a result of the FBO's operations at the Airport.

22. **Reserved Rights.** The County, at its sole discretion, reserves the right to further develop or improve the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the FBO from erecting or permitting to be erected, any building or other structure on the Airport that, in the opinion of the County would limit the usefulness of the Airport or constitute a hazard to aircraft.

23. **Subordinate to Agreements between the County and the United States.** This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the County for federal or State funds for the development of the Airport.

24. **Non-Interference With the Operation of the Airport.** The FBO by accepting this Agreement expressly agrees for itself, its agents, and its successors and assigns that it shall not in any manner interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event said covenant is breached, the County reserves the right to cause an abatement of such interference or hazard at the expense of the FBO.

25. **Non-Exclusive Right.** Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958 and the County reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

26. **Default under Lease Agreements.** The FBO has entered into or may enter into with the County in the future, certain other Lease Agreements relating to real property at the Airport. Any default by the FBO of such other Lease Agreements shall constitute a material breach of this Agreement.

27. **Compliance with Laws, Rules and Regulations.** The FBO shall, at its sole expense, observe and comply with all statutes, rules and regulations, as may be amended, revised and updated from time to time, of all governmental authorities applicable to the conduct of the FBO's business and in addition, those rules, regulations, ordinances, minimum standards and primary guiding documents, as may be amended, revised and updated from time to time. Any penalties, fines or costs levied as a result of the FBO's breach of any of the above shall be the sole responsibility of the FBO.

28. **Effect of Partial Invalidity.** The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

29. **Notices.**

(A) **Notice.** Any notice required or permitted by or in connection with this Agreement shall be in writing and shall be made by facsimile transmission (confirmed on the date the facsimile is sent by one of the other methods of giving notice provided for in this Section) or by hand delivery, by Federal Express (or other similar overnight delivery service), or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to the respective parties (or their successors or assigns as hereinafter provided) at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the respective parties. Notice shall be considered given as of the date of the facsimile or the hand delivery, one (1) calendar day after delivery to Federal Express or similar overnight delivery service, or three (3) calendar days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was given as provided herein. If notice is tendered pursuant to the provisions of this Paragraph and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided.

To the FBO: Rider Jet Center, Inc.
 Attn.: David Rider
 18539 Henson Blvd.
 Hagerstown, MD 21742
 Fax: 301.797.4683

With copy to: Roger Schlossberg, Esquire
 Schlossberg & Associates

P. O. Box 4227
Hagerstown, MD 21741-4227
Fax: 301.791.6302

And

Jason Divelbiss, Esquire
Divelbiss & Wilkinson
13424 Pennsylvania Avenue, Suite 302
Hagerstown, MD 21742
Fax: 301.791.9266

To the County: Airport Manager
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, MD 21742
Fax: 301.791.2590

With a copy to: County Attorney's Office
100 West Washington Street, Room 202
Hagerstown, Maryland 21740
Fax: 240-313-2231

(B) The address to which any notice, demand, or other writing may be given or made or sent to any party as above-provided may be changed by written notice given by the party as above-provided.

30. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

32. **Liability for Damages.** The County assumes no responsibility or liability whatsoever for the FBO's use of the Premises or for any loss, damage, or injury of whatsoever kind to personal property or to persons in or about the Premises, and the FBO shall hold the County harmless from any and all liability for such loss, damage, or injury.

33. **Non-Waiver.** The failure of the County to insist upon compliance with any term of this Agreement shall not be deemed a waiver of any right to enforce such provision.

34. **Severability** The invalidity or unenforceability of one provision of this Agreement will not affect the validity or enforceability of the other provisions.

35. **Headings.** The paragraph headings are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

36. **Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

37. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.


38. **Airport Sponsor Assurances and the Airport Minimum Operating Standards, Rules and Regulations.** The parties mutually agree that they are bound by the Airport Sponsor Assurances and the Airport Minimum Operating Standards, Rules and Regulations, adopted April 18, 1995 by the Board of County Commissioners, and as may be amended, revised or updated from time to time, each of which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Fixed Base Operation Agreement the day and year first above written.

ATTEST:


Vicki C. Lumm, Clerk

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BY: 
Terry L. Baker, President

ATTEST:



RIDER JET CENTER, INC., a Maryland
corporation

BY:  (SEAL)
David R. Rider, President

Approved as to form and
legal sufficiency:


John M. Martirano
County Attorney



Agenda Report Form

Open Session Item

SUBJECT: Potential Legislative Items

PRESENTATION DATE: October 24, 2023

PRESENTATION BY: Kirk C. Downey, County Attorney; Zachary J. Kieffer,
Assistant County Attorney

RECOMMENDED MOTION: N/A. Discussion only.

REPORT-IN-BRIEF: This is a discussion about potential issues the County may like to see addressed during the next session of the General Assembly.

DISCUSSION: The following have been identified as being items of potential interest:

1. Bond authorization;
2. Vehicle purchases, increase of the \$50,000 ceiling requiring bids; and
3. Office of County Treasurer, removal of position as an elected office and conversion to a staff position commencing with the next term of office.

The Commissioners may also identify issues that are watchlist items or other matters for discussion with the Delegation.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A