

Town
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**AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE
TOWN OF BERLIN, MARYLAND AND
BERLIN FIRE COMPANY EMERGENCY MEDICAL SERVICES, INC.**

THIS AGREEMENT is made this 26 day of June, 2023, by and between the Mayor and Council for the Town of Berlin, Maryland, a Maryland Municipal Corporation, and the Berlin Fire Company Emergency Medical Services, Inc. (BFCEMS), a Maryland non-stock corporation with non-profit IRS 501(c)(3) status.

WHEREAS the Berlin Fire Company (BFC) has provided emergency medical services (EMS) to citizens and properties located within the Town limits of the Town of Berlin since approximately 1965; and

WHEREAS the Town of Berlin has provided taxpayer funding on a yearly basis to assist the BFC in the provision of those services; and

WHEREAS the Mayor and Council of the Town of Berlin and Berlin Fire Company Emergency Medical Services desires to formalize their contractual relationship to provide funding to BFCEMS to provide their EMS services within the corporate limits of the Town of Berlin;

NOW THEREFORE, the parties agree as follows:

BFCEMS shall provide emergency medical services to all properties and citizens located within the Town limits of the Town of Berlin for the period July 1, 2023 to June 30, 2024.

SECTION I ORGANIZATIONAL TERMS AND COMMITMENTS

1. BFCEMS will be utilized for all aspects of providing emergency medical services and fire, rescue, and other support as necessary to the Berlin Fire Company. This corporation shall be used for all EMS financial accounting including employees and ambulances.
2. BFCEMS will meet quarterly with the Mayor and Council of Berlin to assist the Town in adopting a funding formula for EMS operations and capital ambulance replacement to include funds to re-establish an EMS contingency fund and other topics to share information regarding the EMS operations and financial needs.

3. BFCEMS shall adhere to a fiscal year from July 1, to June 30 and shall provide nine printed copies an accountant compiled financial report which will include a final compilation of financials to include final fiscal year and profit and loss statements and balance sheets to the Mayor and Council by September 30, 2023.
4. The Town shall notify the emergency medical services corporation of all new building and development activities at time of application or submission of plans and prior to Planning Commission or Council approval and BFCEMS to shall provide an operational and financial impact report on said development activities.
5. BFCEMS will provide a quarterly presentation that will include an emergency Medical services operational summary and financial highlight overview that will include budget highlights / variances at the fourth Monday, Mayor and Council meetings in October 2023, January 2024, April 2024, and July 2024, and attend and present its annual budget request at the FY25 general budget work sessions during the contract periods. The Mayor and Council shall be provided nine copies, at least seven days in advance, of a quarterly profit and loss statement and balance sheet printed from the financial software to serve as a quarterly “financial snapshot.” A statement of the total number of emergency response calls to Berlin Nursing Home, Gull Creek Retirement Center, and Atlantic General Hospital facilities within the Town limits and the number of shifts and days where four personnel were not on duty shall also be provided quarterly.
6. Career staffing will be two paramedics and two emergency medical technicians 24 hours per day as personnel and funding are available. Employees will also be cross-trained in fire and rescue services. BFCEMS shall schedule and station one advanced life support capable career EMS crew, together with a minimum of one ambulance at BFC headquarters located at 214 North Main Street, Berlin, Maryland to ensure that adequate and prompt response personnel and equipment is available for an in-town emergency medical services call.
7. BFCEMS will make every effort to respond to a minimum of 90% of initial emergency medical services calls within the Town limits within 60 seconds based on the portion of the town funding provided for on-duty career staffing.

SECTION II DISBURSEMENT OF FUNDING - FINANCIAL TERMS

1. The Mayor and Council agrees to disburse an annual payment of \$283,039.18 in full to the BFCEMS prior to July 10, 2023.
2. The Town designates an additional \$125,000 to provide four-person coverage, 24 hours per day. BFCEMS shall provide the expenses of payroll, benefits, and other expenses to cover two EMT positions. Town shall reimburse BFCEMS from these allocated funds within fourteen days upon receipt of this documentation.

3. BFCEMS shall evaluate its EMS fee structure on an annual basis (January) and adjust the fees as allowed by insurance standards.

3. BFCEMS shall update the five (5) year financial plan to include capital expenditures and provide said plan to the Mayor and Council by December 31, 2023.

4. BFCEMS officers and members shall ensure that it does not discriminate against any person on the basis of race, sex, religion, sexual orientation, or national origin.

5. In the event of a breach of the terms of this Agreement, the Mayor and Council reserve the right to request a proportionate refund of funding payment and BFCEMS reserves the right to suspend EMS services within the Town limits.

7. The Town shall indicate in their public budget records and financial systems the separation of funds allocated between the two corporations (BFC and BFCEMS) and designate these funds for emergency medical services. The Town shall fund each service fire/rescue and emergency medical services independently and shall anticipate an annual increase in operational costs for each.

SECTION III GENERAL TERMS

1. The parties hereto acknowledge that the terms and conditions of this Agreement are necessary for transparency and accountability to the citizens and taxpayers of the Town of Berlin, and this agreement is to provide funding for emergency medical services within the Town of Berlin for the contract period July 1, 2022 to June 30,

2023.

2024.

2023

2. The parties hereto agree that each shall make best efforts to communicate with the other in order to have a productive relationship.

WHEREFORE, WITNESS THE HAND AND SEAL OF THE PARTIES HERETO:

Mary T. Berlin Zackery Tyndall (SEAL)

WITNESS

Zackery Tyndall, Mayor

Town of Berlin

H. Joe Sise David A. Fitzgerald (SEAL)

H. Joe Sise

David A. Fitzgerald, President

Board of Directors Chairperson

Berlin Fire Company

Emergency Medical Services, Incorporated