

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

THIS AGREEMENT is made this 1st day of August 2022, 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 the BFCEMS to assist the BFCEMS 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 taxpayer funding to BFCEMS to provide their EMS services within the corporate limits of the Town of Berlin;

NOW THEREFORE, the parties hereto 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, 2022 to June 30, 2023.

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 continue to meet regularly with the Town of Berlin to assist the Town in adopting a funding formula to adequately fund EMS operations and capital ambulance replacement to include funds to re-establish an EMS contingency fund.
3. BFCEMS shall adhere to a fiscal year from July 1 to June 30 and shall and provide an accountant compiled financial report which will include a final compilation of financials to include final fiscal year end revenue and expense statements and balance sheets to the Mayor and Council by September 30, 2022.

4. The Town shall include the emergency medical services corporation in all building development activities prior to Planning Commission or Council approval and BFCEMS will provide an operational and financial impact report on said proposed development activities.
5. BFCEMS will attend and provide a quarterly presentation that will include an emergency medical services operational summary and financial highlight overview at the fourth Monday, Mayor and Council meetings in October 2022, January 2023, April 2023 and July 2023, and attend the FY24 general fund budget work sessions during the contract period. The Mayor and Council shall be provided 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 medical assisted living facilities within the town limits shall also be provided quarterly.
6. Career staffing will be two paramedics and two emergency medical technicians 24 hours per day as personnel are available. The Town has allocated funding of \$125,000 to hire two additional emergency medical technician positions to provide this scheduling coverage. 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 for 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 on August 5, 2022.
2. The Town allocated an additional \$125,000 to provide four-person coverage, 24 hours per day. BFCEMS shall provide monthly a copy of schedule indicating four persons on duty 24 hours per day and expenses of payroll, benefits, and other expenses to cover two new 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.
4. 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, 2022.
5. 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.
6. 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 allocated for emergency medical services (EMS). The Town shall fund each service fire/rescue and emergency medical services independently and shall anticipate an annual increase in operational costs for each. The division of the Town funds was determined by BFC and BFCEMS due to the Town approving a single allocation in their approved FY22-23 budget.
8. American Rescue Plan Act (ARPA) funds have been designated and reserved for EMS capital items in the amount of \$46,520 with said funds to be released upon approval of qualifying project(s) submitted by BFCEMS and approved by the Mayor and Council.


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 contact period July 1, 2022 to June 30, 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.


WITNESS _____

 (SEAL)
Zack Tyndall, Mayor
Town of Berlin


WITNESS H. Joe Sise
Board of Directors Chairperson

 (SEAL)
David A. Fitzgerald, President
Berlin Fire Company
Emergency Medical Services, Incorporated