



**BERLIN MAYOR AND COUNCIL**  
**Work Session**  
**Meeting Agenda**

**Berlin Town Hall**  
**10 William Street**  
**Monday, June 12, 2023**

**NEW AGENDA FORMAT:** Please note that times indicated below are approximate. Also, note additional timing protocols that may be indicated for specific agenda items.

**6:30 PM            Work Session – Council Chambers**

- 1. 6:30 PM**            Opening Statement – Mayor Zack Tyndall
- 2. 6:35 PM**            Discussion: Berlin Fire Company and EMS Contract Proposed Revisions – Mayor Zack Tyndall
- 3. 6:55 PM**            Adjournment

To access the Meeting via Facebook, please click the blue Facebook icon at the top of any page on [www.berlinmd.gov](http://www.berlinmd.gov), or type @townofberlinmd in the Facebook search bar. QR code links to online packet. Anyone having questions about the meetings mentioned above or needing special accommodations should contact Town Administrator Mary Bohlen at (410) 641-2770. Written materials in alternate formats for persons with disabilities are made available upon request. TTY users dial 7-1-1 in the State of Maryland/outside Maryland dial 1-800-735-2258.



FY24 DRAFT Fire 06.08.23

**FY 2024 AGREEMENT FOR FIRE AND RESCUE SERVICES  
BETWEEN  
THE TOWN OF BERLIN, MARYLAND AND BERLIN FIRE COMPANY, INC.**

THIS AGREEMENT is made this 12th 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, Incorporated (BFC), a Maryland non-stock corporation with non-profit IRS 501(c)(3) status.

WHEREAS the BFC has provided fire suppression and rescue services to citizens and property located within the Town limits of the Town of Berlin since 1910; 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 desire to formalize their contractual relationship with the BFC to provide Berlin taxpayer funding to BFC to provide their fire and rescue services within the corporate limits of the Town of Berlin.

NOW THEREFORE, the parties hereto agree as follows:

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

**SECTION I ORGANIZATIONAL TERMS AND COMMITMENTS**

1. BFC will meet quarterly ~~continue to meet regularly~~ with a workgroup of the Elected Officials of the Town of Berlin as designated by the Mayor and Council to assist the Town in adopting a funding formula for fire and rescue operations and capital apparatus replacement.
2. BFC shall adhere to a fiscal year from July 1 to June 30 and shall provide an accountant compiled financial report which will include a final compilation of financials to include final fiscal year end profit and loss statements and balance sheets to the Mayor and Council by September 30, 2023. BFC shall submit a minimum of nine (9) paper copies of said financial report to the Town Administrator at least seven (7) business days prior to meeting with the Mayor and Council.

**Commented [MB1]:** Following review with D. Gaskill: Language underlined in RED are amendments as requested by the EMS. BLUE - Town

**Commented [ZT2]:** The Mayor and Council should discuss this portion of the agreement during the work session.

3. The Town shall notify the fire company of all new building and development activities at the time of application or submission of plans and prior to

3. Planning Commission or Council approval and BFC shall provide an operational and financial impact report on said development activities.

4. BFC will provide a quarterly written report that will include a fire and rescue operational summary and financial highlight overview at least seven (7) business days prior to the fourth Monday, Mayor and Council meetings in October 2023, January 2024, April 2024, and July 2024, and attend the FY25 general 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."

5. BFC 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.

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

7. Berlin Fire Company will make every effort to respond to a minimum of 85% of initial fire and rescue calls within the town limits within six-minute county "response check" dispatch procedure.

## SECTION II DISBURSEMENT OF FUNDS - FINANCIAL TERMS

1. 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 fire and rescue services. The Town shall fund each service (fire/rescue and emergency medical services) independently and shall consider an annual increase in operational costs for each.

2. The Mayor and Council agrees to disburse the annual payment of \$116,960 in full to BFC after July 1, 2023 and prior to July 10, 2023.

3. In the event of a breach of the terms of this Agreement, the Mayor and Council reserves the right to request a proportionate refund of funding payment and BFC reserves the

**Formatted:** List Paragraph, Line spacing: Exactly 12.45 pt, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.07" + Indent at: 0.57", Tab stops: 0.57", Left + 0.57", Left

**Commented [MB3]:** Yellow highlight is the designated portion of the FY24 proposed Budget of total to be allocated between Fire and EMS (same amount designated in FY23 (rounded)). Fire Company request is \$200,000.

**Formatted:** Highlight

right to suspend fire and rescue services.

4. American Rescue Plan Act (ARPA) funds have been designated and reserved for fire and rescue capital items in the amount of \$220,000 in fiscal year 2023 which will carry over to Fiscal Year 2024. Said funds will be released upon approval of qualifying projects submitted by BFC and approved by the Mayor and Council.

**Commented [MB4]:** Unspent FY23 ARPA funds.

**Commented [ZT5]:** This funding will need to be allocated within FY2024 to ensure the Town of Berlin remains in compliance with the ARPA.

### **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 that the goal of this Agreement is to provide funding for fire and rescue services for the contract period July 1, 2023 to June 30, 2024.
2. The parties hereto agree that each shall make best efforts to communicate with the other to have a productive relationship.

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_(SEAL)  
Zackery Tyndall, Mayor  
Town of Berlin

\_\_\_\_\_  
H. Joe Sise  
Board of Directors Chairperson

\_\_\_\_\_(SEAL)  
David Fitzgerald, President  
Berlin Fire Company  
Emergency Medical Services, Incorporated

**FY 2024 AGREEMENT FOR EMERGENCY MEDICAL  
SERVICES BETWEEN THE  
TOWN OF BERLIN, MARYLAND  
AND  
BERLIN FIRE COMPANY EMERGENCY MEDICAL SERVICES, INC.**

THIS AGREEMENT is made this 12th 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 ~~continue to~~ meet quarterly regularly with a workgroup of the Elected Officials of the Town of Berlin as designated by the Mayor and Council 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 an accountant compiled financial report which will include a final compilation of financials to

**Commented [MB1]:** Following review with D. Gaskill: Language underlined in RED are amendments as requested by the EMS. BLUE - Town

**Commented [ZT2]:** The Mayor and Council should discuss this portion of the agreement during the work session.

include final fiscal year and profit and loss statements and balance sheets to the Mayor and Council by September 30, 2023. BFCEMS shall submit a minimum of nine (9) paper copies of said financial report to the Town Administrator at least seven (7) business days prior to meeting with the Mayor and Council.

**Commented [ZT3]:** I believe this was a request of Councilmember Knerr during our last work session.

4. The Town shall notify the emergency medical services corporation of all new building and development activities at the time of application or submission of plans prior to the Planning Commission or Council approval, and BFCEMS shall provide an operational and financial impact report on said development activities.
5. BFCEMS will provide a quarterly written report that will include an emergency medical services operational summary and financial highlight overview at least seven (7) business days prior to ~~prior to~~ the fourth Monday, Mayor and Council meetings in October 2023, January 2024, April 2024, and July 2024, and shall make an annual presentation at the FY25 general budget work sessions during the contract periods. 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 and Atlantic General Hospital (AGH) within the Town limits and the number of shifts and days where four personnel were not on duty shall also be provided quarterly. BFCEMS shall submit a minimum of nine (9) paper copies of said financial report to the Town Administrator at least seven (7) business days prior to meeting with the Mayor and Council.
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 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 consider an annual increase in operational costs for each.
2. The Mayor and Council agrees to disburse an annual payment of **\$283,040** in full to the BFCEMS after July 1, 2023 and prior to July 10, 2023.
3. BFCEMS shall evaluate its EMS fee structure on an annual basis (January) and adjust the fees as allowed by insurance standards.
4. The Town designates an additional **\$125,000** to provide four-person coverage, 24 hours per day. BFCEMS shall provide monthly a copy of scheduling 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.
5. 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.
6. 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.
7. 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.

**Commented [MB4]:** Yellow highlight is the designated portion of the FY24 proposed Budget of total to be allocated between Fire and EMS (same amount designated in FY23 (rounded)). Fire Company request is \$381,608.18.

**Formatted:** Highlight

**Commented [MB5]:** As discussed previously by M&C. EMS amount is same.

**Commented [ZT6R5]:** We will need to discuss this with the Council since the funding in the FY2024 budget only has \$72,500 allocated toward this request.

**Formatted:** Highlight

## 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, 202~~3~~<sup>2</sup> to June 30, 202~~4~~<sup>3</sup>.
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)  
Zackery Tyndall, Mayor  
Town of Berlin

\_\_\_\_\_  
H. Joe Sise  
Board of Directors Chairperson

\_\_\_\_\_(SEAL)  
David Fitzgerald, President  
Berlin Fire Company  
Emergency Medical Services, Incorporated