

## **Agreement for EMS Services Between Glen Lake Fire Department and Cedar Area Fire & Rescue**

This agreement made and entered into as of January 21, 2021 by and between Glen Lake Fire Department, whose address is 6401 State Street, Glen Arbor, MI, 49636 and Cedar Area Fire & Rescue, whose address is P.O. Box 208, Cedar, MI 49621.

In entering into this agreement, the parties attest to the following as it pertains to their respective agency:

- Cedar Area Fire & Rescue provides fire protection services and is also licensed by the State of Michigan to provide Basic Life Support (BLS) Emergency Medical Services within the geographic boundaries of Solon, Centerville, Cleveland and Kasson Townships, Leelanau County, Michigan.
- Glen Lake Fire Department provides fire protection services and is also licensed by the State of Michigan to provide Advanced Life Support (ALS) Emergency Medical Services within the geographic boundaries of Empire and Glen Arbor Townships, Leelanau County, Michigan.
- Glen Lake Fire Department is not legally bound to respond to emergency medical service requests for service outside of its primary service area.
- There is an occasional need by Cedar Area Fire & Rescue for Advanced Life Support service to support the Basic Life Support service provided by Cedar Area Fire & Rescue to the Glen Lake School.
- The Glen Lake Community School is located at 3375 W. Burdickville Road, Maple City, MI 49664 (the "School Property"). The Glen Lake Fire Department is the closest, most appropriate agency to provide Advanced Life Support services to this location.

### **TERMS AND CONDITIONS**

In consideration of the above, the parties enter into this agreement on the terms and conditions hereinafter stated.

1. Glen Lake Fire Department will make available to Cedar Area Fire & Rescue on a 24 hour/day, 7 day/week basis Advanced Life Support services to respond a paramedic to the School Property on either an automatic aid dispatch basis in accordance with Priority Medical Dispatch guidelines or on a request basis provided Glen Lake Fire Department is not involved in another emergency response and/or otherwise unavailable.
2. Whenever both Glen Lake Fire Department and Cedar Area Fire & Rescue are on the scene of an Advanced Life Support call resulting in the need to transport a patient to the hospital, whenever possible, Cedar Area Fire & Rescue will provide the transport with the Glen Lake Fire Department paramedic aboard.

3. In instances where a Glen Lake Fire Department paramedic accompanies the Cedar Area Fire & Rescue ambulance to the hospital, Cedar Area Fire & Rescue agrees to reassign the available member of the Cedar Area Fire & Rescue response team to temporarily staff the Glen Lake Fire Department Station until the Glen Lake Paramedic is returned to the Glen Lake Fire Department fire station.
4. In the performance of services rendered under this agreement, no person shall be considered as an employee, agent, legal representative, or partner of the other agency for any purpose.
5. Each agency shall retain sole ownership of all equipment and apparatus purchased by, or donated to, their respective agency without claim thereto by the other agency. Neither agency shall be liable for damage to any equipment or apparatus owned by the other agency incurred in the provision of services under this agreement except for damage incurred by gross negligence and/or willful misconduct of employees or agents of the other agency.
6. This agreement shall remain in full force and effect for a continuous term commencing on January 21, 2021, and until terminated in writing by either party with a minimum of sixty (60) days advanced notice to the other party of the desire to do so. On the date this agreement is terminated, Cedar Area Fire & Rescue will be responsible for payment of any unpaid fees for service.
7. The parties recognize that this agreement is subject to applicable state, local, and federal law and that this agreement may become subject to amendments in such laws and regulations and/or new legislation at any time. Any provisions of law that invalidate or otherwise are inconsistent with the terms of this agreement shall be deemed to supersede the terms of this agreement. In such instance, the parties shall initiate efforts to modify the terms of this agreement consistent with the requirements of law in order to effectuate the purpose and intent of this agreement.
8. The parties agree that fees shall be established in APPENDIX A. In cases where Glen Lake Fire Department does not arrive on scene, there will be no fee charged.
9. All payments due to the Glen Lake Fire Department under the terms of this agreement will be billed to Cedar Area Fire & Rescue and will be mailed to Cedar Area Fire & Rescue, P.O. Box 208, Cedar, MI 49621 and will be paid within 30 days of receipt.

## APPENDIX A

<b>Call Description</b>	<b>Fees:</b>	<b>Billing:</b>
Response by Glen Lake with No Transport to Hospital with On Scene Arrival	Cedar to Pay Glen Lake \$200	Glen Lake Invoices Cedar Cedar bills patient
Response by Glen Lake with Cedar Transporting to Hospital with Glen Lake Paramedic	Cedar to pay Glen Lake \$350	Glen Lake Invoices Cedar Cedar bills patient
Drug Box usage on above call	Cedar to Pay Glen Lake \$45	Glen Lake Invoices Cedar Cedar bills patient

### ACCEPTANCE

The undersigned parties signing below attest that they are legal representatives of the parties involved and his or her signature indicates that each agency agrees to abide by the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Interim Chief Andy Doornbos  
Cedar Area Fire & Rescue

Date: \_\_\_\_\_

\_\_\_\_\_  
Greg Julian  
Cedar Area Fire & Rescue Board Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Bryan Ferguson  
Glen Lake Fire Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Tom Laureto  
Glen Arbor Township Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
Carl Noonan  
Empire Township Supervisor

Date: \_\_\_\_\_