

**Safety Services Committee Meeting Minutes
November 5, 2018**

Called to Order: 4:30 p.m.

Present: Ed Brady, Sandy Russell

Staff: Michael Doss, City Manager; Mark Baird, Fire Chief; Pat Wirthlin, Finance Director; Lori Pegg, Community Services Manager.

The committee agreed to approve the absence of Vice-Mayor, Amy Brewer

Contract with the Milford Community Fire Department

Mr. Doss opened the discussion of a renewal contract for the fire and emergency services with the Milford Community Fire Department by noting that the existing two-year contract is expiring at the end of 2018. Ms. Wirthlin presented a 2019 and 2020 proposal contract in the amount of \$1,825,000 for each fiscal year 2019 and 2020. This is an increase over the last several years by ~\$125,000 annually, mainly due to the Fire House debt retirement and TIF expiration.

City Fire/EMS Fund: The City forecasts a Fire & EMS Levy fund balance of \$300,000 by the end of 2021, in line with the target reserve amount. (The Fire/EMS Fund balance had been as low as \$16,000 in 2015). Ms. Wirthlin foresees a possible contract increase to \$1,850,000 in future 2021 contract negotiations. Ms. Wirthlin explained that the City's Fire/EMS Fund is basically a conduit for levy proceeds. The City collects the levy proceeds, then distributes those levy funds to Milford Community Fire Department net of fees.

Milford Community Fire Department Financial Position: Chief Baird noted that the Fire Department has operated on the same revenue budget since 2006. The 2013 levy increase was used to maintain rising operating costs. In 2018, the reserve balance that the fire department itself maintains dropped from \$1.3 million to around \$895,000 in an effort to be more aggressive with wages that were not in line with other departments. The wage increases were successful, as the Fire Department was able to retain almost all full-time staff over the past year. Mr. Brady asked if the additional contract funding would go towards payroll. Chief Baird indicated that the funds would support general and capital expenses. Ms. Russell complimented Chief Baird on the retention of staff and mentioned how that speaks to a well-run Fire Department. Chief Baird also noted that many of the Fire/EMS benefits are intangibles ... the Department strives to maintain a good working environment and build morale.

The Committee agreed to make a motion to draft an ordinance authorizing the City Manager to enter into a contract for Fire & Emergency Medical Services for the City of Milford, Ohio in the amount of \$1,825,000 payable at the rate of \$152,083 per month for 2019 and 2020.

Additional matters that may properly come before the committee

Mr. Doss brought up the issue of parking downtown as new businesses are moving into the area. He would like to start some discussions with Council and the Chief Mills going forward. The committee agreed that parking needs to be addressed.

There being no further business, the meeting adjourned at 5:00

Respectfully submitted,

Lori Pegg, Community Services Manager

City of Milford
Fire / EMS Levy Fund
FY 2018 to 2021 Projection

Account Number	Description	2015 Actual	2016 Actual	2017 Actual	2018 Forecast	2019 Budget	2020 Forecast	2021 Forecast
Fund Balance 1/1								
		15,170	16,106	23,625	118,771	234,013	230,524	278,776
Revenues								
215 1110	Real Estate Tax	1,730,866	1,735,844	1,751,135	1,798,253	1,813,623	1,813,623	1,813,623
215 1111	Rollback & Homestead	144,430	143,731	143,111	137,467	135,000	136,043	136,043
215 1730	Interest Income	509	945	1,434	2,500	1,800	1,000	1,000
215 1112	House Trailer	3,255	2,724	2,333	1,300	1,300	1,300	1,300
215 1113	Public Housing	20	26	28	20	20	20	20
215 1120	Personal Property Tax	73	-	4	-	-	-	-
215 1900	Miscellaneous	-	-	353	-	-	-	-
	TOTAL REVENUES	\$ 1,879,153	\$ 1,883,269	\$ 1,898,397	\$ 1,939,540	\$ 1,951,743	\$ 1,951,986	\$ 1,951,986
Expenses								
215-1100 2341	Fire Contract	1,700,000	1,700,000	1,675,000	1,700,000	1,825,000	1,825,000	1,850,000
Safety Facility Fire - Debt Ends 2019								
215-1100 2614	Principal	40,000	45,000	45,000	50,000	50,000	50,000	50,000
215-1100 2624	Interest	10,785	8,618	6,323	3,888	1,300	1,300	1,300
	Total Debt Payment	50,785	53,618	51,323	53,888	51,300	0	0
215-1100 2320	Communications	36,008	35,106	30,800	34,000	36,000	36,900	37,823
215-1100 2343	Auditor & Treasurer Fees	27,436	27,779	26,444	29,000	32,000	32,800	33,620
215-1100 2370	Insurance	2,300	2,100	2,200	2,200	2,400	2,500	2,600
215-1100 2340	Professional Services	1,145	1,462	15,733	3,010	2,266	2,323	2,381
215-1100 2520	Equipment	543	543	1,652	2,000	6,060	4,000	4,000
215-1100 2330	Rents & Leases	0	144	99	200	206	211	216
215-1100 2950	Advance Out	60,000	55,000					
	TOTAL EXPENSES	1,878,216	1,875,751	1,803,251	1,824,298	1,955,232	1,903,734	1,930,640
Fund Balance 12/31								
		16,106	23,625	118,771	234,013	230,524	278,776	300,123

CONTRACT FOR FIRE and EMERGENCY MEDICAL SERVICE
PROTECTION SERVICES FOR
THE CITY OF MILFORD, OHIO
WITH
MILFORD COMMUNITY FIRE DEPARTMENT, MCFD INC.

This Agreement entered into by and between the City of Milford, Clermont and Hamilton Counties, Ohio, an Ohio Charter Municipal Corporation (hereinafter referred to as "City"), and the Milford Community MCFD, Inc., Clermont County, Ohio (hereinafter referred to as "MCFD").

WHEREAS, the City desires to provide fire and emergency medical and paramedic service for the protection of the health, safety, and welfare of the citizens and businesses of Milford, Ohio; and,

WHEREAS, the MCFD has the necessary equipment, facilities, and personnel necessary to provide said services; and,

WHEREAS, the City has, pursuant to and in accordance with Ordinance No. 18-1405 passed and adopted on November 8, 2018, authorized the City Manager of the City to enter into and execute this Agreement; and,

WHEREAS, the MCFD Board, by Resolution duly adopted on ____ day of _____, 2018 is authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises exchanged herein the parties hereto do hereby agree as follows:

1. The term of this Agreement shall be for a period of two years, beginning on January 1, 2019, and ending on December 31, 2020, and shall be renewable upon agreement of both parties by Resolution or Ordinance of their respective governing bodies.
2. MCFD shall respond to all fire and emergency medical service calls received directly from the City, its employees, agents, or inhabitants, whether received directly or through a dispatcher, reporting fires and/or emergency medical service incidents in which the presence of the MCFD is deemed desirable or necessary, within the City. At such times the MCFD shall respond within an acceptable response time based upon circumstances then and there existing with such equipment and

CONTRACT FOR FIRE PROTECTION SERVICES

Page 2 of 7

personnel as it deems necessary and is available for the purpose of extinguishing fires and saving lives and property.

3. MCFD shall not, in the selection of its personnel, discriminate by reason of race, creed, sex, age or marital status.
4. MCFD shall maintain a Medical Director who is Board Certified in emergency medicine and pre-hospital care. MCFD agrees to provide emergency medical and paramedic which meets the State of Ohio and/or the MCFD protocols in Clermont and Hamilton Counties.
5. MCFD warrants that it has entered into "Mutual Aid" agreements with each of the organizations listed in Schedule A, attached hereto, which agreements commit said organizations to aid MCFD in the performance of its duties hereunder in the event MCFD judges such aid to be necessary.
6. It is understood and agreed between the parties that there may be times when the MCFD may already be in service at the time a call is received and may require response from another jurisdiction pursuant to said mutual aid agreement in order to fulfill the obligations of the MCFD to this agreement.
7. MCFD, when operating in accordance with this Contract and while operating within the limits of the City of Milford, shall have the legal status of the MCFD of the City.
8. City covenants not to sue MCFD for any injury or damage to the City, its employees, agents or inhabitants for any of the following reasons: MCFD had previously been notified of another fire or emergency medical incident, lack of speed in answering any such call, any inadequacies of equipment or faulty operation of emergency medical equipment, firefighting equipment, or failure to extinguish any fire for any cause whatsoever growing out of this Agreement or use of MCFD and the personnel of the said MCFD.
9. MCFD covenants not to sue the City for any injury or damages to MCFD, its personnel, or equipment which may occur during performance of its stated purpose of extinguishing fires and saving lives and property, or the maintenance and storage of standby emergency equipment by said MCFD. MCFD shall at all times hold City harmless from any loss or damage by reason of the acts of the said Department, its agents, servants or employees.

CONTRACT FOR FIRE PROTECTION SERVICES

Page 3 of 7

10. City shall provide to the MCFD, at the rental fee of \$1.00 (one dollar), during the term of this Agreement, the use of the firehouse building located at 687-B U.S. 50 for the purpose of the MCFDs daily operations and housing of equipment and vehicles used by the MCFD. The MCFD shall be responsible for any upgrades to the building, utilities and maintenance of the building. The City shall pay the costs of insurance for this building. The MCFD shall be responsible for insuring the contents of the buildings including the equipment and vehicles.
11. MCFD shall provide the City with a complete itemized list of all fire and emergency medical runs attended by the MCFD during the term of this contract, said list to be submitted at the end of the term.
12. City shall pay to MCFD the sum of One Million Eight Hundred Twenty Five Thousand (\$1,825,000) Dollars for services rendered during the first term of this Agreement, payable at the rate of \$152,083 per month, and One Million Eight Hundred Twenty Five Thousand (\$1,825,000) Dollars for services rendered during the second term of this Agreement, payable at the rate of \$152,083 per month.
13. It is agreed that the MCFD shall continue to structure its Board of Directors to insure community-wide citizen representation. The Board of Directors shall be comprised of seven (7) members with overlapping terms. The election of the appropriate number of Directors shall be held at the annual meeting each year and the Directors shall serve for three (3) years. If a vacancy occurs on the Board, the present Directors may appoint a successor to serve the remainder of the term. Active MCFD Personnel shall not be eligible to serve as Directors of the MCFD. Commencing January 1, 2017, one of the seven members of the Board shall be the City Manager, or his designee, who shall be a voting member. A member of the Milford City Council shall not be eligible to serve on the Board.
14. MCFD shall provide City with annual audited financial statements filed by July 1 of the following year. A financial accounting report on a monthly basis shall be submitted as directed by the City of Milford and all such financial reporting shall be consistent with and pursuant to the direction of the City Finance Director.
15. The MCFD shall maintain and keep in full force and effect liability coverage on the premises including bodily injury and property damage in the minimum amount of Five Million (\$5,000,000.00) Dollars. The MCFD shall also maintain and keep in full force and effect liability (bodily injury

and property damage) and comprehensive collision coverage on any vehicle titled in the name of the MCFD. The City shall be named as additional insured on said policy or policies. The liability insurance coverage as required by this paragraph shall be for a minimum amount of Five Million (\$5,000,000.00) Dollars. The MCFD shall maintain Emergency Service Management Liability coverage in a minimum amount of One Million (\$1,000,000.00) Dollars. The MCFD hereby agrees to indemnify and save the City of Milford harmless from any and all accidents, damages and/or other losses occasioned by the operations of the MCFD.

16. The MCFD agrees to maintain Workers' Compensation coverage on its eligible employees and shall furnish proof of said to the City.
17. This Agreement may be terminated prior to its dated expiration date as follows, to wit:
 - a) MCFD dissolves, disbands, or otherwise ceases to function as a going concern;
 - b) Failure of the MCFD to provide services pursuant to and in full accordance with this Agreement;
 - c) Any other breach of this Agreement by MCFD.
18. In the event of a cancellation, termination, or non-renewal of this Agreement due to the dissolution or disbanding of the MCFD or due to MCFD's failure to provide services in accordance with this Agreement then, and in that event, the MCFD shall provide immediate access to the City to all assets, equipment, and property of the MCFD necessary for the City to provide fire protection and emergency medical services to the City in an uninterrupted manner.
19. In the event that the City intends to terminate this Agreement prior to its expiration date due to paragraph 17 (c) set forth above then, and in that event, the City shall give the MCFD written notification of the City's intent to terminate this Agreement prior to its date of expiration. Said notification shall be mailed to the Chief of the MCFD by certified mail and/or personal service at the 687-B U.S. 50 Fire Station and shall state the reasons for said termination. MCFD shall then have ten (10) days from the service on MCFD of said notification to cure the breach and to bring itself into compliance with this Agreement.
20. In the event that the MCFD is unable to cure the breach and bring itself within compliance with this Agreement within the ten (10) days stated hereinabove then, and in that event, the MCFD shall provide immediate access to the City to all assets, equipment, and property of the MCFD

necessary for the City to provide fire protection services to the City in an uninterrupted manner.

21. Within thirty (30) days of the cancellation, termination or non-renewal of this Agreement, the MCFD shall take any and all action necessary for the transfer of all assets titled in the name of the MCFD including equipment, supplies and vehicles to the City. The City shall thereafter retain all such property as its own, free and clear from any future claim of the MCFD.
22. Should it be necessary for the MCFD to transfer to the City, and should the City subsequently take possession of the equipment, supplies, and vehicles of the MCFD pursuant to paragraphs 18 and 19 of this Agreement then, and in that event, the City shall assume and be solely responsible for the payment of any and all liens and/or encumbrances on said property and the City agrees to indemnify and hold harmless the MCFD and its Board of Directors regarding any said obligations.
No liens and/or encumbrances shall be placed on any of the equipment, property, assets and/or vehicles of the MCFD without the prior written consent of the City.
23. The employees of the MCFD shall be employed by the new MCFD in accordance with the established personnel policy and procedures of the new MCFD.
24. The City and MCFD mutually agree that the funds paid by the City from the Fire and Emergency Medical Services Levy to the MCFD shall be utilized to benefit the citizens, businesses, and the whole community of the City of Milford.
25. This Agreement is the product of the mutual negotiations of the MCFD and the City and its terms and conditions shall not be strictly construed against either party.
26. MCFD shall not partially or wholly assign its rights or delegate its duties under this Agreement without the prior written consent of the City.
27. This Agreement shall be binding on the parties hereto as well as their successors and assigns.

This Agreement shall be in full force and effect on the date signed by the second party to sign.

CITY OF MILFORD, OHIO

Michael Doss
Milford City Manager

I approve as to legal form:

Michael Minniear
Milford Law Director

Pat Wirthlin
Milford Finance Director

MILFORD COMMUNITY
MCFD, INC.

BY: _____

BY: _____

Fire Chief

SCHEDULE A

MUTUAL AID AGREEMENT

The Milford Community MCFD maintains mutual aid agreements through both the Fire Chief's Alliance of Clermont County and Hamilton County Fire Chief's Association.

A request for the MCFD aid includes fire and emergency medical or paramedic services and special operation units and/or personnel.