

PUBLIC NOTICE

AGENDA

SAFETY SERVICES COMMITTEE MEETING

Chairperson: Sandy Russell

Committee Members: Lisa Evans and Kyle Mitchell

Monday, November 9, at 5:00 p.m.

Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Proceedings: Approval of the October 20 , 2020, Safety Services Committee meeting minutes

Agenda Items:

- City of Milford contract with MCFD for Fire/EMS services
- And all additional matters that may properly come before the committee

Adjourn

Safety Services Committee Meeting Minutes October 20, 2020

Called to Order: 6:00 pm by Sandy Russell

Present: Lisa Evans, Kyle Mitchell

Staff: City Manager-Michael Doss, Assistant City Manager-Pam Holbrook, Police Chief – Jamey Mills, Administrative Assistant - Jackie Bain, Fire Captain - Miles Miller

Visitors: Ms. Robin Baliszewski /McCormick Trail Milford Ohio

Proceedings: Ms. Evans made a motion to *approve the proceedings from the July 6, 2020 Safety Services Committee Minutes* Mr. Mitchell *seconded the motion* All yes

DISCUSSION REGARDING RV SURVEY RESULTS

The committee discussed the results of the survey which resulted in further discussion by the committee to define and clarify the current rules and definitions on Parked Recreational Vehicles in Residential Areas. It was agreed that we should continue the enforcement the same way and that we need to clarify some of the language in Chapter 721, 351.17 and 1181.13.

To be updated/Rules to state: The vehicle must be registered and licensed. It must be on a pad which is to be maintained. The pad can be either be of concrete or a gravel area (either/or). No items to be stored underneath the vehicle. The vehicle cannot be hooked up to water or electric. No one can be living in the vehicle. A fence or screen is not to exceed 8-foot-high. Must be of one solid, same height, uniformed wall panel/fence/screen to be used in the side or rear yard. It cannot be a vegetative screen. The vehicle must be placed behind the front foundation line. The committee agreed on how hard and very expensive it is to obtain fence panels at this time.

Ms. Baliszewski -McCormick Trail Milford Ohio

Ms. Baliszewski spoke about her concern regarding the current ordinances which were established almost 30 years ago. Which were established when recreational vehicles were not at the height that they are today. In their neighborhood there is an RV that is 11 feet tall. She said that the ordinance should reflect the type of RV that are available today. If we stick with the 8-foot high fence, then there will still be an RV higher than the fence. Sections of fence should be a continuous panel, 11 feet shielding if there is a complaint, this should be enforced. Or they could put in an enclosed side structure. Ms. Baliszewski appreciated the committee's consideration.

This information from this committee discussion will be addressed with the City Law Director, Mike Minniear for further processing.

DISCUSS ROUNDABOUT ON CHAMBER DRIVE

Ms. Evans informed the committee that council members received an email from Mr. Kentin Hare regarding roundabout visibility on Chamber Drive. The Committee felt that we could place something in the middle to alert drivers about the roundabout.

Chief Mills spoke about pavement markings and paint the entire roundabout yellow to familiarize drivers of the location of the roundabout. Also recommended possibly placing reflectors or signage in the location which would help keep traffic flowing.

DISCUSS CROSSWALK AT RIVERWALK FLATS LOCATION

Ms. Russell received information from Mr. Paul Brizzolara who lives at Riverwalk Flats. He was requesting a crosswalk or stop sign at Water Street. The committee discussed that the area did need a crosswalk in the location and concluded that it was a good idea to have a crosswalk placed at Garfield Avenue and Water Street intersection.

The Committee Agreed to Recommend A Crosswalk Be Placed at Garfield Avenue at Water Street.

There being no additional business Ms. Russell made a motion to adjourn the meeting at 6:30 pm Seconded by Mr. Mitchell All yes

Respectfully submitted,
Jackie Bain, Administrative Assistant

"These minutes have been approved and adopted by Sandy Russell, Lisa Evans and Kyle Mitchell via email this 26th day of October 2020."

CONTRACT FOR FIRE and EMERGENCY MEDICAL SERVICE
PROTECTION SERVICES FOR
THE CITY OF MILFORD, OHIO
WITH
MILFORD COMMUNITY 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. 20-XXXX passed and adopted on XXXXXX XX, 2020, authorized the City Manager of the City to enter into and execute this Agreement; and,

WHEREAS, the MCFD, by Resolution duly adopted on _____ day of _____, 2020 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, 2021, and ending on December 31, 2022, 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

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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.

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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. City shall approve all capital purchases and improvements exceeding \$7,500 in total as related to the firehouse building and property grounds located a 687-B U.S 50. MCFD is to provide to the City, at minimum, three quotes for capital purchases and improvements as related to the firehouse building and property grounds.
12. 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.
13. City shall pay to MCFD the sum of Two Million Six Hundred Twenty Five Thousand (\$2,625,000) Dollars for services rendered during the first term of this Agreement, payable at the rate of \$218,750 per month, and Two Million Six Hundred Twenty Five Thousand (\$2,625,000) Dollars for services rendered during the second term of this Agreement, payable at the rate of \$218,750 per month.
14. 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. 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.
15. 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.

16. 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.
17. The MCFD agrees to maintain Workers' Compensation coverage on its eligible employees and shall furnish proof of said to the City.
18. 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.
19. 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.
20. 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. MCFD shall not partially or wholly assign its rights or delegate its duties under this Agreement without the prior written consent of the City.
28. 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 Minniewar
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.