



ROSS TOWNSHIP RESOLUTION NUMBER 2019-008

RESOLUTION ENTERING INTO AN AGREEMENT WITH THE VILLAGE OF MILLVILLE FOR THE PROVISION OF EMERGENCY SERVICES AND AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the Village of Millville, Butler County, Ohio has a need for emergency fire and EMS services to be provided to it; and

WHEREAS, Ross Township desires to provide and be compensated for said emergency services to the Village of Millville on an annual basis for fiscal year 2019.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

SECTION 1-A:

That the Board hereby enters into an Agreement for Emergency Services with the Village of Millville, substantially in the form of the Agreement attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

SECTION 1-B:

That the Township Administrator be and hereby is authorized to execute the Agreement with the Village of Millville as authorized herein.

SECTION 2:

That this resolution shall take effect retroactively on January 1, 2019 following the filing of this resolution with the Ross Township Fiscal Officer.

SECTION 3:

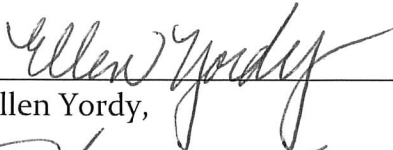
It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCTION AND VOTE RECORD:

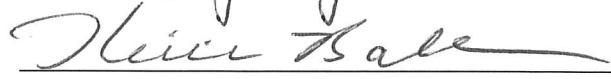
Trustee Yordy introduced the foregoing Resolution and moved its adoption, Trustee Ballauer seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Ballauer AYE Willsey AYE Yordy AYE

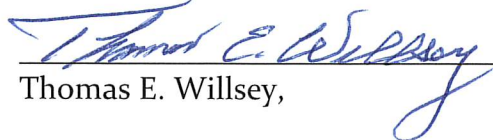
Adopted at the meeting of the Ross Township Board of Trustees this 7th day of February, 2019.



Ellen Yordy, President



Keith Ballauer, Vice President



Thomas E. Willsey, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 7th day of February, 2019.



Judy Huffman
Ross Township Fiscal Officer

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AGREEMENT FOR EMERGENCY SERVICES

This agreement entered into on this 7th day of February, 2019 by and between the Village of Millville, Butler County, Ohio and Ross Township, Butler County, Ohio

WITNESSETH:

WHEREAS: The Village of Millville (hereinafter the "Village") desires to secure Fire Protection and Emergency Response Services (hereinafter "Emergency Services") and Ross Township (hereinafter the "Township") through the Ross Township Fire Department (hereinafter "RTFD") desires to provide such services,

NOW, THEREFORE, in consideration of the above promises and the mutual promises, covenants and understandings hereinafter contained, the parties agree as follows:

The Township will provide the following services and in the manner described herein:

1. COMMUNICATIONS

Dispatches to any emergency incident in the Village site will go through the Butler County Sheriff's Communication Center. Butler County Sheriff's Communication Center will then take the standard approach of dispatching RTFD personnel. All operations, such as fire ground communication, interior search and rescue, interior attacks and other technical operation will be conducted on Butler County alternate channels. Any non-emergency incidents can be handled by contacting RTFD's Chief by telephone.

2. FIRE INCIDENTS

RTFD will respond to any fire related incident in the Village, but are not limited to structure, vehicle, grass or brush fires; smoke detector, water flow activations or any other incident that would require a fire response. Upon arrival RTFD firefighters will complete a search of the affected area and remove non-incident persons to a safe location. RTFD will follow its Standard Operating Guidelines when dealing with fire incidents.

3. EMERGENCY MEDICAL CALLS – BASIC AND ADVANCED LIFE SUPPORT

RTFD will respond to any related medical emergency situation in the Village but are not limited to all emergency medical calls, on scene treatment and transport. RTFD will respond with a crew of at least one (1) Paramedic and a basic life support crew. If the situation requires it, RTFD will respond with advanced life support personnel. RTFD will follow and operate under RTFD medical protocol as it pertains to basic, intermediate and advanced life support; said protocols being approved by the State of Ohio Licensed Medical Director.

4. HAZ-MAT INCIDENTS

RTFD will respond to all incidents dealing with Hazardous Materials. RTFD will follow its Standard Operating Guidelines for Haz-mat incidents; said Guidelines provide a general framework for handling a hazardous materials incident along with specific tactics or control measures for particular incidents addressed through specific fire preplans. RTFD will respond when requested to stabilize any release or spill on site. RTFD will clean up, transfer into other containers, and dispose of used materials and equipment

used for these services. Neither RTFD nor the Township is responsible for any cost associated with transporting, transferring or disposing of any material.

5. TECHNICAL RESCUE – TRENCH, CONFINED SPACE, HIGH ANGLE AND WATER RESCUE

RTFD will respond to any special operations or technical rescues that may occur in the Village. These incidents include but are not limited to; confined space rescue, trench rescue, vehicle or machinery entrapment, structural collapse, water rescue, and carbon monoxide incidents. RTFD will follow department Standard Operating Guidelines that are in place for technical operations dealing with such. If the incident goes above RTFD capabilities RTFD will utilize the Hamilton County USAR team.

6. MASS CASUALTY RESPONSE AND COORDINATION

RTFD will respond to multi-patient/mass casualty incidents in the Village. When dispatched to a Mass Casualty incident in the Village RTFD will follow the Standard Operating Guidelines for Mass Casualty. These guidelines may be applied to any multi-patient or mass casualty incident regardless of the number of patients or incident size. This guideline shall be integrated into the overall incident management system and may include major transportation incidents, explosions, or fire with multiple injuries, hazardous materials incidents with exposure victims and structural collapse incidents. If the number of patients involves more than RTFD can handle, RTFD will incorporate the Butler County Mass Casualty plan into effect. This would bring multiple departments throughout both Hamilton and Butler Counties and also the Medical Assistant Team (MAT) from University of Cincinnati Hospital. For the purposes of this scenario, a "multi-patient incident" is defined as any incident with fewer than twenty (25) patients. A "mass casualty incident" is defined as any incident involving 25 to 100 patients. A "disaster" is defined as any incidents involving more than 100 patients.

7. SERVICE CALLS

RTFD will respond to any service calls in the Village in a non-emergency response, such as assistance trouble shooting any alarm or sprinkler system malfunction, or assistance in determining strange odors, smoke scares, light ballast fault or any other incidents that might require RTFD assistance in a non-emergency mode.

8. FIRE & ARSON INVESTIGATION

RTFD will provide a thorough and complete investigation of any fire the department responds to, utilizing any or all of its four (4) State certified Arson Investigators.

9. REPORTS

RTFD will provide a detailed list of any incidents inside the Village to the Village representative on a monthly basis. RTFD will also provide a Federal HIPAA (*Health Insurance Portability & Accountability Act*) compliant report on all EMS incidents. Annually, RTFD provide the Village with a comprehensive report on the activities performed by the department. The report will include, but will not be limited to:

Incident Report by Alarm, Date & Time

Will list the incident sorted by incident number with incident type description.

Average Response Time	Response time analysis group by incident type
Incident Type Report	Analysis of incident reports by incident type.
Incident by day of week/shift	Report displays subtotal counts and percentages for days of the week by the type of situation.
Department Activity Report	Summary of department activities for a specific period. Report compares specified period to the same period in the prior year.
Fire/Hazardous Material Spill & Rescue	A report detailing the cause of a fire and/or spill and details of a rescue will be forwarded to the Village on an individual basis whenever the situation should occur.

10. INCIDENT MANAGEMENT SYSTEM

When RTFD responds to deliver emergency services, including rescue, fire suppression, emergency medical care, special operations, and other forms of hazard control and mitigation in the Village, it shall incorporate an incident management system. The purpose of an incident management system shall be to provide structure and coordination to the management of any emergency incident operations, in order to provide for the safety and health of RTFD personnel and other persons involved in those activities. It will be the responsibility of the first arriving officer to initiate a size up of the situation and to initiate whatever action is deemed necessary to stabilize the incident. That first arriving officer will be in command of the operations of the incident. When incidents occur within the Village, a plan will be incorporated to assign, divide, or share overall command responsibilities in a standard manner. It is essential to establish the roles, responsibilities, and relationships among the emergency management that might be involved in any major incident. The Township has incorporated the NIMS requirements into its guidelines as directed by the Federal Government.

11. FIRE PRE-INCIDENT PLANS

RTFD will develop and maintain fire pre-incident plans for all structures in the Village. These documents will be used for evaluating the protection, construction, and operational features of specific occupancies to develop a pre-incident plan for responding to fires and other emergencies. The pre-incident plans are used by RTFD personnel to manage fires and other emergencies in these facilities using available resources. A copy of these pre-incident plans will be forwarded to Village officials for records. The primary purpose of a pre-incident plan is to help responding personnel effectively manage emergencies with available resources. A pre-incident plan may not be confused with fire inspections, which monitor code compliance. Pre-incident planning involves evaluating the protection systems, building construction, contents, and operating procedures that can impact emergency operations.

12. BUILDING INSPECTIONS

RTFD will inspect all commercial structures in the Village for life safety and fire hazards following the State of Ohio - Fire Code. Commercial structures will be inspected on an

annual basis by State certified Fire Safety Inspectors and will be recorded on an inspection form.

13. RISK MANAGEMENT PLAN

RTFD will provide the above services and operate with the highest possible levels of safety and health for all of its members. The prevention and reduction of accidents, injuries, and occupational illnesses are goals of the RTFD and shall be primary considerations at all times. This concern for safety and health applies to all members of the fire department and to any other persons who might be involved in fire department activities.

14. DEPARTMENT STANDARD OPERATING GUIDELINES (SOGs)

RTFD has developed Standard Operating Guidelines which will be made available to the Village upon request. These guidelines were written and adopted to help serve the RTFD. The purpose of these SOGs is to provide uniform guidance to follow in various emergency and non-emergency situations. Not every situation encountered by firefighters and EMS personnel will be exactly the same. The way each situation is dealt with will necessarily be different. For that reason, most SOG's are to be considered flexible guidelines. The discretion of the Incident Commander will be paramount in the actions taken to mitigate an emergency.

The Village hereby agrees to the following:

1. PAYMENT OF SERVICE FEES

The Village agrees to submit to the Township the annual sum of Sixty Three Thousand, Two Hundred and Fifty Dollars (\$63,250.00) annually. Payment is due and is to be rendered on the 1st day of January for each year that the agreement is in force for all services provided by the Township and the RTFD to the Village. The Village further agrees that if said payment is not rendered before 30 days past the January 1st due date, the Township can impose a late fee charge equivalent to 50% of one month's value to the agreement.

2. COMMENCEMENT, TERMINATION AND ESCAPE

The services provided by the Township and the RTFD to the Village, as specified in this agreement shall commence on January 1, 2019 and shall continue indefinitely. Either party hereto may terminate this agreement by providing the other, in writing, with not less than six (6) months' advanced notice of such intent. The intent to terminate notice must be accompanied by an attested copy of the meeting minutes in which the action was discussed, and a motion was legally carried. Upon termination, any fees paid in advance shall be prorated to the date of termination and reimbursed accordingly. Provided further, the Township reserves the right to terminate this agreement by providing a thirty day advance notice to the Village of such intent in the event that any fee, due and payable from the Village to the Township pursuant to this agreement, has not been paid. Specific terms of the Agreement may be amended by mutual consent of both parties.

ROSS TOWNSHIP

VILLAGE OF MILLVILLE

Signature: _____

Signature: _____

Date: _____

Date: _____