



MIAMI VALLEY FIRE DISTRICT

Board of Trustees Meeting Agenda

December 12, 2024

8:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes

Motion to approve the regular Meeting Minutes of November 14, 2024

Public Comment

A citizen desiring to speak on agenda items or items not on the agenda may do so under public comment. Comments are limited to five minutes and the Fire District Board of Trustees may not take immediate action. However, items introduced under public comment may become agenda items for later meetings.

Consent Agenda

Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote of consent. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately.

Expenses

Approve the Fire District November expenses beginning with check # 19985 and ending with check #20037.

Personnel

Accept the retirement of Chief Steven H. Johnson effective January 3, 2025

1. Consent Agenda Motion
A motion to approve the Consent Agenda.

Oath of Office

President Stalder will administer the oath of office to the following personnel:

Full-time Firefighter/Paramedic Braden Brem

Full-time Firefighter/Paramedic Kyle Villa

Old Business

None

New Business

1. Resolution No. 2024-17
A resolution to appoint a Trustee to the Miami Valley Fire District Board of Trustees.
Presented by President Stalder
2. Resolution No. 2024-18
A resolution to appoint Steven Herschel Johnson as Fire Chief of the Miami Valley Fire District consistent with the Ohio Revised Code Section 505.371 and the District by-laws.
Presented by President Stalder
3. Resolution No. 2024-19
A resolution to amend appropriations for January 1 through December 31, 2024
Presented by Elyse Martin
4. Resolution No. 2024-20
A resolution by the Miami Valley Fire District Board of Trustees authorizing the Clerk to request an advance of taxes collected for the Miami Valley Fire District for Tax Year 2024 from the Montgomery County Auditor's Office.
Presented by Elyse Martin
5. Resolution No. 2024-21
A resolution authorizing the Miami Valley Joint Fire District, Montgomery County Ohio to enter into a Master Lease Purchase Agreement by and between U.S. Bancorp Government Leasing and Finance, Inc. and the Miami Valley Joint Fire District Montgomery County Ohio to finance the purchase of a fire truck and for the Miami Valley Joint Fire District, Montgomery County, Ohio and authorizing other documents in connection therewith.
Presented by Elyse Martin
6. Resolution No. 2024-22
A resolution to establish appropriations for January 1 through December 31, 2025.
Presented by Elyse Martin

7. Resolution No. 2024-23

A resolution to authorize the Fire Chief to enter into an agreement with Premier Health Partners (dba "Premier Health") to provide the Healthy Heroes Services Program to the Miami Valley Fire District.

Presented by Chief Johnson

Chief's Report

Operational Oversight Committee Comment

Trustee Comment

Adjournment



**MIAMI VALLEY FIRE DISTRICT
BOARD OF TRUSTEES
MEETING MINUTES
November 14, 2024**

Call to Order

President Stalder called the Miami Valley Fire District meeting to order at 8:00 a.m. and led the Pledge of Allegiance.

Roll Call

The following Trustees were present: John Stalder, Ann-Lisa Allen, Frank Fritsch, and Greg Bell. The following staff members were present: Chris Snyder, Keith Johnson, Steve Johnson, Brandon Barnett, Elyse Martin and Jennifer Harover.

Meeting Minutes

A motion was made by Ms. Allen, seconded by Mr. Fritsch to approve the Regular Meeting minutes of October 10, 2024. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye. Motion carried. A motion was made by Ms. Allen, seconded by Mr. Fritsch to excuse the absence of Terry Posey. Motion carried.

Public Comment

Bob Spirk, President of Local 1832, announced that the annual Pancake Breakfast with Santa will be held on Saturday, December 14th from 9:00 a.m. – 12:00 p.m. at Miamisburg Middle School. Following the retirement of Jack Ikerd, Erika Dafler has stepped up to help organize the event and it is much appreciated. He officially welcomed AC Null to the district and is excited to watch the forward movement now that the administration is fully staffed.

Consent Agenda

A motion was made by Mr. Fritsch, seconded by Ms. Allen, to approve the Consent Agenda as presented. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye. Motion carried.

Old Business

None

New Business

None

Oath of Office

Fire Chief Johnson provided a brief biography and President Stalder administered the oath of office to Assistant Chief Justin Null.

President Stalder thanked staff, friends and family in attendance. He invited everyone to join the Board and the District at Station 53 immediately following today's meeting for a celebratory reception.

Chief's Report

Chief Johnson explained that the crews were very busy in the month of October. It was Fire Prevention month which entailed multiple visits to various schools to instruct children on fire safety. Crews also attended several Truck or Treat events within the district as well as handed out candy during Trick or Treat. Hydrant testing was completed in October and the public's patience during those tests was very much appreciated. The remodeling of Station 55 has been completed. A large fan was installed in the bay, there are now three individual bunk rooms and both bathrooms were remodeled adding a second shower to the station. He thanked Trustees Allen and Fritsch for touring the Mound Park Training Cans. While this is an ongoing work in progress, it is developing nicely and giving our crews a safe area for training that can be utilized at any time. The Spartan Engine is due to be delivered in the first part of December. It will go immediately to Nelsonville where it will be outfitted and ready for service the first part of January. Our Sutphen dealer has told us that this engine should be ready by April/May, and they are currently working on the final details in Columbus. Chief once again welcomed Assistant Chief Null to the District. He is impressed with his energy and is excited to see his positive interaction with administrative staff and crews.

OCC Report

Mr. Snyder stated that the OCC has no new items, but they are continuing to move forward on infrastructure and have a meeting planned for next week to further those discussions.

Trustee Report

Ms. Allen thanked Chief for the tour of the training can facility. She appreciates being able to see the facility and looks forward to seeing the improvements completed at Station 55. If there is anything that the Trustees can assist with or help the crews/staff, please let her know.

President Stalder congratulated AC Null and gave a shout-out to Chief Johnson for his outstanding speech at the Veteran's Day event.

The Board recessed into Study Session at 8:14 a.m.

The Board returned to Regular Session at 8:53 a.m.

Adjournment

A motion was made by Ms. Allen, seconded by Mr. Fritsch, to adjourn the meeting at 8:53 a.m. Motion carried.

Respectfully submitted,

Jennifer Harover
Secretary

Complete Check Report - MIAMI VALLEY FIRE DISTRICT

Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
019985		A	0000120	ALCOR SUPPLY AND FIXTURE CO	11/07/2024	507.50
019986		A	0006850	BOUND TREE MEDICAL, LLC	11/07/2024	1,996.88
019987		A	7552323	BUCKEYE POWER SALES CO INC	11/07/2024	146.00
019988		A	0004764	CITY OF MIAMISBURG-PO BOX	11/07/2024	874.19
019989		A	3214846	COMDOC	11/07/2024	89.78
019990		A	0000141	D&S AUTO PARTS INC	11/07/2024	276.99
019991		A	0000235	DOOR SERVICE SOLUTIONS LLC	11/07/2024	3,495.00
019992		A	0000227	ELITE COMPUTERS INC	11/07/2024	6,085.24
019993		A	0000245	MENARD, INC	11/07/2024	21.99
019994		A	0005301	MONTGOMERY COUNTY WATER SERVIC	11/07/2024	888.11
019995		A	3473704	OFESF	11/07/2024	40.00
019996		A	0000239	OHIO GFOA	11/07/2024	65.00
019997		A	0006750	P & R COMMUNICATIONS	11/07/2024	363.06
019998		A	0000285	PARR PUBLIC SAFETY EQUIPMENT	11/07/2024	6,560.00
019999		A	2571875	PHOENIX SAFETY OUTFITTERS	11/07/2024	722.39
020000		A	0025505	VERIZON WIRELESS	11/07/2024	90.45
020001		A	0000193	WEX BANK	11/07/2024	8,875.97
020002		A	0000187	XEROX CORPORATION	11/07/2024	504.68
020003		A	0009600	AIRGAS USA LLC	11/14/2024	625.00
020004		A	7333581	ALL AMERICAN FIRE EQUIPMENT	11/14/2024	2,484.71
020005		A	0000163	AT&T SERVICES, INC	11/14/2024	920.72
020006		A	0000205	ATLANTIC EMERGENCY SOLUTIONS	11/14/2024	12,128.54
020007		A	9097668	CENTERPOINT ENERGY	11/14/2024	99.46
020008		A	0000198	CHARTER COMMUNICATIONS	11/14/2024	1,855.00
020009		A	3214846	COMDOC	11/14/2024	143.05
020010		A	2281000	GDAHIN	11/14/2024	475.00
020011		A	0000167	GOVERNMENT LEASING AND	11/14/2024	54,205.15
020012		A	0000216	JULIANNE M GRICE	11/14/2024	4,179.70
020013		A	0000245	MENARD, INC	11/14/2024	287.15
020014		A	2424424	OHIO POWER TOOL	11/14/2024	699.00
020015		A	2571875	PHOENIX SAFETY OUTFITTERS	11/14/2024	15,100.00
020016		A	0007917	SILCO FIRE PROTECTION	11/14/2024	208.50
020017		A	0000157	THE PREMIER GROUPE LLC	11/14/2024	34,106.00
020018		A	0000231	THE SHERWIN WILLIAMS COMPANY	11/14/2024	135.16
020019		A	0025505	VERIZON WIRELESS	11/14/2024	637.28
020020		A	7333581	ALL AMERICAN FIRE EQUIPMENT	11/27/2024	527.62
020021		A	0000205	ATLANTIC EMERGENCY SOLUTIONS	11/27/2024	25,899.79
020022		A	0006850	BOUND TREE MEDICAL, LLC	11/27/2024	4,469.99

Complete Check Report - MIAMI VALLEY FIRE DISTRICT

Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
020023		A	0009500	BRADLEY HERR	11/27/2024	179.00
020024		A	9097668	CENTERPOINT ENERGY	11/27/2024	572.24
020025		A	0000256	CUSTOM DESIGN BENEFITS	11/27/2024	85.00
020026		A	0000179	H-M COMPANY	11/27/2024	229.00
020027		A	0000282	HRE, LLC	11/27/2024	12,149.00
020028		A	0000216	JULIANNE M GRICE	11/27/2024	370.50
020029		A	0004442	LOWES BUSINESS ACCT	11/27/2024	236.55
020030		A	0000237	MEDICAL MUTUAL	11/27/2024	6,226.88
020031		A	0000283	MEDICOUNT MANAGEMENT, INC	11/27/2024	52.82
020032		A	0000245	MENARD, INC	11/27/2024	348.00
020033		A	4339969	MIAMI TOWNSHIP	11/27/2024	4,468.70
020034		A	8834288	MOTOROLA SOLUTIONS, INC.	11/27/2024	4,444.67
020035		A	2571875	PHOENIX SAFETY OUTFITTERS	11/27/2024	4,332.70
020036		A	0000231	THE SHERWIN WILLIAMS COMPANY	11/27/2024	20.53
020037		A	0000278	TRI-STATE PUBILC SAFETY LLC	11/27/2024	43,785.00
FD3158		M	0009999	PAYROLL VENDOR	11/07/2024	269,106.71
FD3159		M	0009999	PAYROLL VENDOR	11/07/2024	3,695.01
FD3160		M	0009999	PAYROLL VENDOR	11/07/2024	211.54
FD3161		M	0007150	POLICE & FIRE PEN FUND OF OHIO	11/07/2024	6,017.72
FD3162		M	0007180	O.P.E.R.S.	11/07/2024	2,624.38
FD3163		M	0007150	POLICE & FIRE PEN FUND OF OHIO	11/07/2024	127,615.62
FD3164		M	0009999	PAYROLL VENDOR	11/18/2024	274,741.08
FD3165		M	0009999	PAYROLL VENDOR	11/18/2024	3,777.07
FD3166		M	0009999	PAYROLL VENDOR	11/18/2024	293.07
FD3167		M	0000237	MEDICAL MUTUAL	11/19/2024	77,475.18
FD3168		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	311.67
FD3169		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	99.80
FD3170		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	101.14
FD3171		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	79.65
FD3172		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	84.58
FD3173		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	2.99
FD3174		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	327.55
FD3175		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	3,457.68
FD3176		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	129.87
FD3177		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	498.16
FD3178		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	414.23
FD3179		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	521.30
FD3180		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	279.80

Complete Check Report - MIAMI VALLEY FIRE DISTRICT

Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
FD3181		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	231.68
FD3182		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	330.00
FD3183		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	100.00
FD3184		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	415.00
FD3185		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	269.00
FD3186		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	3,035.04
FD3187		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	14.92
FD3188		M	2276044	FIFTH THIRD MASTERCARD	11/25/2024	16.75
FD3189		M	0009999	PAYROLL VENDOR	11/27/2024	289,921.00
FD3190		M	0009999	PAYROLL VENDOR	11/27/2024	4,137.68
FD3191		M	0009999	PAYROLL VENDOR	11/27/2024	290.86
FD3192		M	3483226	STANDARD INSURANCE COMPANY	11/27/2024	835.11
FD3193		M	3483226	STANDARD INSURANCE COMPANY	11/27/2024	452.86
FD3194		M	2166248	VISION SERVICE PLAN	11/27/2024	709.38
FD3195		M	0000053	FIFTH THIRD	11/30/2024	712.66
FD3196		M	0001620	AES	11/30/2024	763.08
FD3197		M	0001620	AES	11/30/2024	1,665.90
FD3198		M	0001620	AES	11/30/2024	45.72
94 Checks						1,344,103.08

MTD Bank Report for Year 2024 Month 11 - MIAMI VALLEY FIRE DISTRICT

Bank	Description	Beg Mo Bal	Deposits	Withdrawals	Trans In	Trans Out	Balance
0002	OPERATING	1,986,380.82	82,033.02	1,344,103.08	500,000.00	0.00	1,224,310.76
0004	EMS	114,837.37	711,750.43	0.00	0.00	500,000.00	326,587.80
0006	F&M CD - 4/14/23	0.00	0.00	0.00	0.00	0.00	0.00
0008	STAR OHIO	7,173,304.40	28,612.48	0.00	0.00	0.00	7,201,916.88
4 Banks		9,274,522.59	822,395.93	1,344,103.08	500,000.00	500,000.00	8,752,815.44

YTD Fund Report for Year 2024 Month 11 - MIAMI VALLEY FIRE DISTRICT

Fund	Description	Beg Yr Bal	YTD Rec	YTD Exp	Unexp	Enc	Unenc
100	GENERAL FUND	3,887,116.39	14,167,139.21	10,688,882.24	7,365,373.36	314,216.69	7,051,156.67
200	EMS FUND	292,400.23	1,184,187.57	1,150,000.00	326,587.80	0.00	326,587.80
210	GRANT FUND	430,664.43	934,797.08	1,365,009.75	451.76	0.00	451.76
300	DEBT SERVICE FUND	0.20	261,244.00	27,642.00	233,602.20	233,602.00	0.20
400	CAPITAL IMPROVEMENT FUND	492,555.35	1,396,550.00	1,062,305.03	826,800.32	383,290.46	443,509.86
5 Funds		5,102,736.60	17,943,917.86	14,293,839.02	8,752,815.44	931,109.15	7,821,706.29

RESOLUTION NO. 2024-17

A RESOLUTION TO APPOINT A TRUSTEE TO THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District pursuant to Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786, and Township Resolution No. 121-2011; and,

WHEREAS, pursuant to its Bylaws, the Miami Valley Fire District Board of Trustees are to appoint a fifth member to the Board, and this jointly appointed trustee is to serve a term of one year; and,

WHEREAS, Greg Bell was appointed as the jointly appointed trustee pursuant to Miami Valley Fire District Board Resolution No. 2018-01; and,

WHEREAS, the Miami Valley Fire District Board of Trustees desires to re-appoint Greg Bell to serve another one-year term.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Board of Trustees hereby appoints Greg Bell to serve as the jointly appointed trustee for a one-year term effective January 1, 2025 through December 31, 2025.

Section 2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3.

This resolution shall be in full force and effect January 1, 2025 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 12th day of December 2024.

John Stalder, President

Yes/No

Terry Posey, Jr., Trustee

Yes/No

Ann-Lisa Allen, Trustee

Yes/No

Greg Bell, Trustee

Yes/No

Frank Fritsch, Trustee

Yes/No



MEMORANDUM

DATE: DECEMBER 12, 2024

TO: MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES

FROM: PRESIDENT JOHN STALDER

SUBJECT: APPOINTMENT OF STEVEN HERSCHEL JOHNSON AS FIRE CHIEF

The attached resolution 2024-18 appoints Steven Herschel Johnson as Fire Chief of Miami Valley Fire District, following his retirement of January 3, 2025. This appointment will be effective on January 6, 2025.

RESOLUTION NO. 2024-18

A RESOLUTION TO APPOINT STEVEN HERSCHEL JOHNSON AS FIRE CHIEF OF THE MIAMI VALLEY FIRE DISTRICT CONSISTENT WITH THE OHIO REVISED CODE SECTION 505.371 AND THE DISTRICT BY-LAWS.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, District Resolution No. 2011-02 adopted by-laws; and

WHEREAS, Ohio Revised Code 505.371 requires the Board employ a Fire Chief; and

WHEREAS, Article V (A) of the by-laws provides the Board will employ a Fire Chief; and

WHEREAS, the Fire Chief shall be the Department Head of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

Steven Herschel Johnson is hereby appointed the Fire Chief of the Miami Valley Fire District.

Section 2.

The Fire Chief of the Miami Valley Fire District shall be compensated \$128,000 annually for the performance of his duties as Fire Chief, effective immediately.

Section 3.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 4.

This resolution shall be in full force and effective January 6, 2025 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 12th day December 2024.

John Stalder, President

Yes/No

Terry Posey, Jr., Trustee

Yes/No

Ann-Lisa Allen, Trustee

Yes/No

Greg Bell, Trustee

Yes/No

Frank Fritsch, Trustee

Yes/No



MEMORANDUM

DATE: DECEMBER 12, 2024

TO: MVFD BOARD OF TRUSTEES

FROM: ELYSE MARTIN, FINANCE MANAGER

SUBJECT: RESOLUTION TO AMEND 2024 APPROPRIATIONS

Attached is Resolution No. 2024-19 amending the Fire District's 2024 original budget (Resolution No. 2023-40). The amendment is summarized below:

FUND/OBJECT CLASS	ORIGINAL BUDGET	AMENDMENT	FINAL BUDGET
General Fund/Personal Expenses	\$8,194,099	\$250,000	\$8,444,099
General Fund/Other Expenses	\$1,862,368	\$50,000	\$1,912,368

With the uncertainty of EMS Billing revenues to offset General Fund salaries, we are asking for an additional \$250,000 to General Fund Personal Expenses.

There is also a need to increase Other Expenses in the General Fund for the purpose of equipment maintenance. This is solely just in case we have any unexpected repairs or maintenance needed for the remainder of the year so we do not have to park any trucks or engines.

Both appropriation amendments will hopefully not be used but will allow us the ability to pay salaries should EMS money not come in as expected and be able to make repairs if necessary. If the money is not used by the year end, it will be added to the year end fund balance.

RESOLUTION NO. 2024-19

A RESOLUTION TO AMEND APPROPRIATIONS FOR JANUARY 1 THROUGH DECEMBER 31, 2024.

WHEREAS, there is a need to amend the 2024 annual appropriations for the Miami Valley Fire District.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Miami Valley Fire District Board authorizes the amendment of the annual appropriations to add the following sums and they are hereby set aside and appropriated as follows:

GENERAL FUND

<u>CATEGORY</u>	<u>APPROPRIATION</u>
Personal Services	\$250,000
Other Expenses	\$ 50,000

Section 2.

The Fire District Clerk is hereby authorized to draw warrants for payment from any of the foregoing appropriations or a Resolution of the Board of Trustees to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except for the persons employed by authority of and in accordance with law or Resolution.

Section 3.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 4.

This resolution shall be in full force and effect and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 12th day of December 2024.

John Stalder, President

Yes/No

Terry Posey, Jr., Trustee

Yes/No

Ann-Lisa Allen, Trustee

Yes/No

Greg Bell, Trustee

Yes/No

Frank Fritsch, Trustee

Yes/No



MEMORANDUM

DATE: DECEMBER 12, 2024

TO: MVFD BOARD OF TRUSTEES

FROM: ELYSE MARTIN, FINANCE MANAGER

SUBJECT: RESOLUTION AUTHORIZING DISTRICT CLERK TO REQUEST AN ADVANCE OF TAXES FOR TAX YEAR 2024

Attached is Resolution No. 2024-20 authorizing the District Clerk to request an advance of taxes collected for the Miami Valley Fire District for tax year 2024 from the Montgomery County Auditor's Office. This is an annual resolution that will need to be made by the District Clerk to pay expenses on behalf of the Fire District.

RESOLUTION NO. 2024-20

A RESOLUTION BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES AUTHORIZING THE CLERK TO REQUEST AN ADVANCE OF TAXES COLLECTED FOR THE MIAMI VALLEY FIRE DISTRICT FOR TAX YEAR 2024 FROM THE MONTGOMERY COUNTY AUDITOR'S OFFICE.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, the Miami Valley Fire District Board of Trustees finds it necessary to request an advance payment of the taxes collected in 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire District Clerk shall request the Montgomery County Auditor to issue the warrant on the Treasurer of said County in favor of the Miami Valley Fire District for a maximum amount of collection for and on behalf of said Fire District, which shall be held and treated as an advance payment of current collection of taxes due at the ensuing settlement dates in 2025, as provided by law.

Section 2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3.

This resolution shall be in full force and effect and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 12th day of December 2024.

John Stalder, President

Yes/No

Terry Posey, Jr., Trustee

Yes/No

Ann-Lisa Allen, Trustee

Yes/No

Greg Bell, Trustee

Yes/No

Frank Fritsch, Trustee

Yes/No



MEMORANDUM

DATE: DECEMBER 12, 2024

TO: MVFD BOARD OF TRUSTEES

FROM: ELYSE MARTIN, FINANCE MANAGER

SUBJECT: RESOLUTION TO ENTER INTO A LEASE PURCHASE AGREEMENT WITH US BANK

Attached is Resolution No. 2024-21 allowing MVFD to enter into a lease purchase agreement through US Bank in the amount of \$527,946. The total purchase of the engine was \$827,946. The District used \$300,000 from Capital funds in 2024 budget to make a downpayment on the Engine. The lease agreement is for three years with payments starting in December of 2025 in the amount of \$193,349.97 annually.

**MIAMI VALLEY JOINT FIRE DISTRICT
MONTGOMERY COUNTY, OHIO**

RESOLUTION NO. 2024-21

RESOLUTION AUTHORIZING THE MIAMI VALLEY JOINT FIRE DISTRICT, MONTGOMERY COUNTY OHIO TO ENTER INTO A MASTER LEASE PURCHASE AGREEMENT BY AND BETWEEN U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. AND THE MIAMI VALLEY JOINT FIRE DISTRICT MONTGOMERY COUNTY, OHIO, TO FINANCE THE PURCHASE OF A FIRE TRUCK FOR THE MIAMI VALLEY JOINT FIRE DISTRICT, MONTGOMERY COUNTY, OHIO AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Miami Valley Joint Fire District, Montgomery County, Ohio (the “Fire District”) desires to finance the purchase of a fire truck for the purpose of providing certain services in the Fire District (the “Equipment”); and

WHEREAS, the financing and leasing of the Equipment will be in the best interest of the Fire District; and

WHEREAS, U.S. Bancorp Government Leasing and Finance, Inc. (“U.S. Bank”) has agreed to purchase and/or finance the Equipment and to lease the Equipment to the Fire District; and

WHEREAS, the Fire District has agreed to lease the Equipment from U.S. Bank; and

WHEREAS, the Fire District and U.S. Bank intend to enter into a Tax-Exempt Master Lease Purchase Agreement, (the “Lease Agreement”) as a means to finance the acquisition of the Equipment; and

NOW THEREFORE, IT IS RESOLVED BY THE BOARD OF FIRE DISTRICT TRUSTEES OF MIAMI VALLEY JOINT FIRE DISTRICT, OF MONTGOMERY AND STATE OF OHIO, THAT:

SECTION 1. That for the purpose of providing a fire truck for the Fire District and the services rendered thereby, this Board hereby determines that it shall lease, under the Lease Agreement, the Equipment from U.S. Bank.

SECTION 2. That the Lease Agreement includes a statement to the effect that the Fire District’s obligations thereunder, are not general obligations, debt or bonded indebtedness of the Fire District or of the State or any political subdivision thereof, and U.S. Bank has no right, to have excises or taxes levied by the Fire District or the State or any political subdivision thereof, for the payment of rental payments thereunder and that the right of such payment is limited to the rentals and other revenues pledged for such purpose under the Lease Agreement, including the Schedule, which is hereby authorized, and such statement is true and correct as it applies to the Lease Agreement.

SECTION 3. That the Fire District is authorized to lease the Equipment through U.S. Bank.

SECTION 4. That, for the purpose of providing the Equipment and payment of costs of issuance for the Fire District, this Board hereby authorizes and directs the Chief Trustee and the Clerk of the Fire District, to execute, on behalf of the Fire District, the Lease Agreement, the Schedule, any exhibits thereto, and all required closing documents and certificates in a total principal amount of \$527,946 at an interest rate of four and eight hundred fifty-seven thousandths percent (4.857%) per annum, pursuant to the Agreement, substantially in the form presented to the Board and on file with the Clerk and the agreements, covenants and promises therein made on behalf of the Fire District shall be conclusively binding on the Fire District and in full force and effect from and after the execution of the Lease Agreement.

SECTION 5. That this Board hereby authorizes and directs the Chief Trustee and the Clerk of the Fire District, or either of them, to execute and deliver a non-arbitrage certificate and such other documents and certificates and to do all the acts and things required of it by the provisions of the Lease Agreement to the end that full and complete performance of all of the terms, covenants and provisions of the Lease Agreement shall be effected.

SECTION 6. That the Lease Agreement, and other documents and certificates authorized by this resolution shall be subject to such changes, insertions and omissions, and approval of any changes, insertions and omissions shall be conclusively evidenced by the execution of said documents by the Chief Trustee and the Clerk of the Fire District, or any one of them.

SECTION 7. That this Board hereby covenants that it will take such actions in such manner and to such extent, if any, as may be necessary to cause the interest component of rental payments under the Lease Agreement to be and remain excludable from gross income for federal income tax purposes. This Board will also submit the appropriate statements or filings to the Internal Revenue Service containing the information required by the Internal Revenue Code, including IRS Form 8038G.

SECTION 8. That, the obligations under the Lease Agreement are hereby designated “qualified tax-exempt obligations” for the purpose set forth in Section 265 of the Internal Revenue Code. The Fire District does not anticipate issuing more than \$10,000,000 of qualified tax-exempt obligations during the calendar year 2024.

SECTION 9. There are no lease payments due or coming due under the Lease for the initial term ending December 31, 2024, and there are hereby appropriated, from unappropriated funds currently on deposit in the General Fund, the sum of \$5,620 to pay cost and expenses associated with the Property and the Lease.

SECTION 10. This Board hereby approves the issuance of the obligations for the financing of the Property.

SECTION 11. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board, and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements

including Section 121.22, Ohio Revised Code, and the rules of this Board adopted in accordance therewith.

SECTION 12. That this resolution is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Fire District for the reason that the immediate issuance of said lease obligation is required for the orderly and timely financing of the Equipment referred to herein including obtaining a favorable rate of interest; therefore, this Resolution shall take effect and be in force from and immediately after its passage and approval by the Board.

Adopted this 12th day of December 2024.

_____	_____
John Stalder, President	Yes/No
_____	_____
Terry Posey, Jr., Trustee	Yes/No
_____	_____
Ann-Lisa Allen, Trustee	Yes/No
_____	_____
Greg Bell, Trustee	Yes/No
_____	_____
Frank Fritsch, Trustee	Yes/No

Clerk

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Resolution No. _____.



MEMORANDUM

DATE: DECEMBER 12, 2024

TO: MVFD BOARD OF TRUSTEES

FROM: ELYSE MARTIN, FINANCE MANAGER

SUBJECT: RESOLUTION APPROVING THE 2025 BUDGET

Attached is Resolution No. 2024-22 approving the 2025 Budget.

Total Revenues: \$16,100,288.07

Total Expenses: \$15,487,185.23

Expected Excess: \$613,102.84

No changes have been made to the Budget since presented at the November 8th Study session.

RESOLUTION NO. 2024-22

A RESOLUTION TO ESTABLISH APPROPRIATIONS FOR JANUARY 1 THROUGH DECEMBER 31, 2025.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, the Fire Chief has prepared a draft budget for January 1 through December 31, 2025 and the Operational Oversight Committee (OOC) has reviewed and approved the same; and

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio have reviewed and accepted the proposed budget for January 1 through December 31, 2025; and

WHEREAS, the Fire Chief has submitted to the District Board a draft budget for January 1 through December 31, 2025 for their review and approval; and

WHEREAS, the Board now desires to authorize expenditures of the Miami Valley Fire District for January 1 through December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

To provide for the expenditures of the Miami Valley Fire District for January 1 through December 31, 2025, the following sums be and are hereby set aside and appropriated as follows:

GENERAL FUND

CATEGORY	APPROPRIATION
Personal Services	\$ 8,965,684.26
Other Expenses	\$ 2,169,157.00
Transfers	<u>\$ 1,386,310.00</u>
Grand Total	<u><u>\$12,521,151.26</u></u>

EMERGENCY MEDICAL SERVICES FUND

CATEGORY	APPROPRIATION
Personal Services	<u>\$1,700,000.00</u>
Grand Total	<u><u>\$1,700,000.00</u></u>

GRANT FUND

CATEGORY	APPROPRIATION
Personal Services	\$ 881,438.98
Other Expenses	<u>\$ 350,000.00</u>
Grand Total	<u>\$1,231,438.98</u>

DEBT SERVICE FUND

CATEGORY	APPROPRIATION
Other Expenses	<u>\$ 265,230.60</u>
Grand Total	<u>\$ 265,230.60</u>

CAPITAL IMPROVEMENT FUND

CATEGORY	APPROPRIATION
Other Expenses	<u>\$1,155,674.39</u>
Grand Total	<u>\$1,155,674.39</u>

Section 2.

The Fire District Clerk is hereby authorized to draw warrants for payment from any of the foregoing appropriations or a Resolution of the Board of Trustees to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except for the persons employed by authority of and in accordance with law or Resolution.

Section 3.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 4.

This resolution shall be in full force and effect from December 12, 2024 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 12th day of December 2024.

John Stalder, President

Yes/No

Terry Posey, Jr., Trustee

Yes/No

Ann-Lisa Allen, Trustee

Yes/No

Greg Bell, Trustee

Yes/No

Frank Fritsch, Trustee

Yes/No



MEMORANDUM

DATE: DECEMBER 12, 2024

TO: MVFD BOARD OF TRUSTEES

FROM: FIRE CHIEF STEVEN H. JOHNSON

SUBJECT: PREMIER HEALTH HEALTHY HEROES PROGRAM

The Miami Valley Fire District has reaped the benefits of being provided with the Healthy Heroes program through Premier Health for several years, at no cost to the Fire District. The Healthy Heroes program is a comprehensive program, where Premier Health provides an athletic trainer(s) to the Fire District weekly for two hours to do fitness assessments, assist with injury prevention, and provide education programs as needed. In early 2024, Miami Valley Fire District was informed that starting in 2025, Premier Health would no longer provide the Healthy Heroes program free of charge, and there would be an associated cost moving forward. After careful consideration, it was decided it would be in the best interest of Miami Valley Fire District to enter into the agreement with Premier Health to continue providing the Healthy Heroes program to our employees. The initial cost starting in 2025 will be \$4,680.00, and an annual increase of 4% starting in year two and three. After year three, the program will be re-evaluated and should Miami Valley Fire District decide to continue the program, the Board of Trustees would need to enter into another agreement with Premier Health at that time.

RESOLUTION NO. 2024-23

A RESOLUTION TO AUTHORIZE THE FIRE CHIEF TO ENTER INTO AN AGREEMENT WITH PREMIER HEALTH PARTNERS (dba "PREMIER HEALTH") TO PROVIDE THE HEALTHY HEROES SERVICES PROGRAM TO THE MIAMI VALLEY FIRE DISTRICT.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, Miami Valley Fire District makes injury prevention and the health of its employees a priority; and

WHEREAS, Premier Health operates an injury prevention, evaluation, management, and education program called Healthy Heroes; and

WHEREAS, Miami Valley Fire District has used the Healthy Heroes program for several years at no cost with positive results; and

WHEREAS, After careful consideration, Miami Valley Fire District finds that continuing the Healthy Heroes program at a cost is conducive to the continued well being of its employees.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire Chief is authorized to enter into an agreement with Premier Health Partners, dba "Premier Health" to provide the Healthy Heroes program to the Miami Valley Fire District for an initial cost of \$4,680.00 starting in 2025 and an annual increase of 4% in proceeding years. Thereafter the agreement will renew automatically in years two and three, unless terminated by either party.

Section2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3.

This resolution shall be in full force and effect December 12, 2024 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 12th of December 2024.

John Stalder, President

Yes/No

Terry Posey, Trustee

Yes/No

Ann-Lisa Allen, Trustee

Yes/No

Greg Bell, Trustee

Yes/No

Frank Fritsch, Trustee

Yes/No

**HEALTHY HEROES SERVICES AGREEMENT
BETWEEN
PREMIER HEALTH PARTNERS
AND
MIAMI VALLEY FIRE DISTRICT**

THIS AGREEMENT is executed this 12th day of December, 2024 between PREMIER HEALTH PARTNERS D/B/A PREMIER HEALTH, a not-for-profit Ohio corporation (hereinafter referred to as "Hospital"), and MIAMI VALLEY FIRE DISTRICT an Ohio corporation, (hereinafter referred to as "Entity").

WHEREAS, Hospital operates an injury prevention, evaluation, management, and education program called Healthy Heroes; and,

WHEREAS, Entity wishes to participate in the Healthy Heroes program offered by Hospital in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

I. TERM

- A. **Initial Term** - The term of this Agreement (the "Initial Term") will commence on January 1, 2025, and, unless sooner terminated, will continue for a period of three (3) years, through December 31, 2027. Each "Contract Year," for purposes of this Agreement, means the one-year period beginning on January 1st and on each subsequent year during the remainder of the Term.
- B. **First Renewal Term** - If Hospital desires to extend the Term beyond the expiration date of December 31, 2027, for an additional three (3) years ("First Renewal Term"), Hospital shall give Entity written notice of proposed extension ("First Notice of Proposed Extension") no later than ninety (90) days prior to the expiration of the Initial Term. After the First Notice of Proposed Extension is given, the parties shall begin to negotiate the terms and conditions for the First Renewal Term. If no notice is given, or if the parties cannot agree to terms for the First Renewal Term, this Agreement shall immediately terminate on December 31, 2027. If the First Notice of Proposed Extension is provided to Entity and the parties agree that no modification of the Agreement is required for the proposed First Renewal Term, then from January 1, 2028 through December 31, 2030 all terms and conditions of the Agreement and its exhibits applicable to both parties within the Initial Term shall apply for the extended period.
- C. **Second Renewal Term** - If Hospital desires to extend the Term beyond the expiration date of December 31, 2030, for an additional three (3) years ("Second Renewal Term"), Hospital shall give Entity written notice of proposed extension

("Second Notice of Proposed Extension") no later than ninety (90) days prior to the expiration of the First Renewal Term. After the Second Notice of Proposed Extension is given, the parties shall begin to negotiate the terms and conditions for the Second Renewal Term. If no notice is given, or if the parties cannot agree to terms for the Second Renewal Term, this Agreement shall terminate immediately on December 31, 2030. If the Second Notice of Extension is provided to Entity and the parties agree that no modification of the Agreement is required for the proposed Second Renewal Term, then from January 1, 2031 through December 31, 2033 all terms and conditions of the Agreement and its exhibits applicable to both parties within the Initial Term and First Renewal Term shall apply for the extended period. The Initial Term, First Renewal Term, and Second Renewal Term, as applicable, may be collectively referred to as the "Term."

- D. **Termination**. Either party may terminate this Agreement upon ninety (90) days' written notice to the other party, or as mutually agreed upon by the parties.

II. DUTIES AND RESPONSIBILITIES OF HOSPITAL

- A. Hospital agrees to provide PRN athletic trainer(s) to Entity to perform the services provided in Exhibit B of this Agreement.
- B. Hospital shall either verify or perform a criminal background check on each athletic trainer prior to the commencement of the athletic trainer's duties at Entity. Hospital shall notify Entity of the date and results if requested.
- C. Hospital, through its Sports Medicine Physician Office, agrees to offer appointments for acute, non-BWC injury evaluations. Hospital and/or its Sports Medicine Department will be the preferred provider of sports medicine services presented to the participant. However, the Parties understand and agree that family preference and health care insurance coverage will be considered in the selection of a physician relative to any injury referrals. Nothing in this Agreement shall limit or be construed as limiting the selection of medical providers provided to Entity's participant and his/her family to Hospital or any of Hospital's departments. However, Hospital will be recognized as the Entity's preferred provider of sports medicine services.
- D. In the event of the prolonged absence of the athletic trainer, Hospital will provide a licensed healthcare provider, as deemed necessary by the Hospital's Manager of Sports Medicine and the Entity's Department Chief.
- E. The services of Hospital are those of an independent contractor and Hospital and its employee(s) assigned to Entity under this Agreement shall not be deemed to be agents or employees of Entity. Hospital shall be solely responsible for compliance with, and the payment of, all taxes of whatever kind, whether or not due as a result of this Agreement, including, but not limited to, income, social security, unemployment compensation and workers' compensation. Hospital agrees to

indemnify and hold Entity harmless from any and all employment claims of athletic trainers and/or physicians, which may be asserted against Entity as a result of services performed pursuant to this Agreement.

- F. Hospital agrees that the athletic trainers that will perform services under this Agreement shall abide by the following terms:
- i. Will be licensed by the State of Ohio.
 - ii. Will maintain records in accordance with the Ohio Revised Code pertaining to athletic training.
 - iii. Will be responsible for coverage as set forth on Exhibit B.
 - iv. Will not use any equipment which does not have a current inspection tag indicating the equipment has been inspected and the date of the next inspection. Any supplies or equipment which are out of date will not be used by the athletic trainer.

III. AGREEMENT BY ENTITY

- A. For athletic trainer(s) provided by Hospital, Entity shall pay annual compensation and benefits (or a percentage) for the Athletic Trainer(s) for the Term of the Agreement. This annual cost for Athletic Trainers is based upon the following: A market “mid-point” wage pass-through amount calculated as one hundred twenty-five percent (125%) of the “mid-point” wages Hospital pays to an Athletic Trainer. The annual compensation to Hospital in the amounts provided are in Exhibit A of this Agreement. Such payment will be due on July 15th of each year.
- B. Entity agrees to cooperate with athletic trainer in the performance of athletic trainer's duties and ensure a professional environment pursuant to this Agreement. Entity shall provide written notice to Hospital in the event Entity and athletic trainer are unable to resolve any issues. Upon receiving notice from Entity, the parties shall work together in good faith to resolve any issues. Additionally, Entity shall ensure that Hospital employees have a safe environment that is free from violence, threatening behavior, intimidation, and harassment to provide services under this Agreement (“Safe Environment for Services”). Should Hospital have a good faith belief that the Entity is not providing a Safe Environment for Services, Hospital may unilaterally remove its employees from Entity and either terminate this Agreement upon written notice to Entity or keep its employees from providing services to Entity until Hospital is provided reasonable assurances that Entity is capable of providing a Safe Environment for Services. Hospital will return a prorated amount of payments made under Exhibit A starting with the first full month following termination of the Agreement. For illustration, if Hospital terminates the agreement May 15, 2025, Entity is entitled to a refund for the value of services paid for June 2025 and beyond.

- C. Entity agrees to be responsible for providing adequate athletic facilities and training room supplies as determined by mutual agreement of the parties. Entity agrees that such facilities and supplies and any and all athletic training equipment used by the athletic trainer supplied by Entity shall be in good working condition.

IV. MISCELLANEOUS TERMS

- A. **Additional Health Care Services and Due Consideration.** Entity understands that Hospital and its affiliated entities are a full services health care system offering several health and wellness services to the community it serves as outlined in Exhibit C. Entity agrees to allow Hospital to submit proposals for any health and wellness services Listed on Exhibit C for which Entity is seeking. Entity will give Hospital due consideration when reviewing who to associate with for such services but is not obligated to contract with Hospital to provide such services. It is understood and agreed that nothing in this Agreement shall be construed as prohibiting any employee or contractor of Entity from using any healthcare provider for any service of that person's choice.
- B. **Termination/Amendment Related to Regulation** – Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, Medicaid or any other payor, or any other federal, state, or local government or agency passes, issues, or promulgates any law, rule, regulation, standard, or interpretation, or if any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, or limits or in any way substantially changes the method or amount of reimbursement or consideration or payment for services rendered under this Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to address such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within thirty (30) days after said notice is given, this Agreement shall terminate as of midnight on the thirtieth (30th) day after said notice was given.
- C. **Insurance.** Hospital shall provide and maintain general liability insurance coverage with total limits of \$1 million per occurrence and \$3 million aggregate coverage per year ("General Liability Insurance"), and Hospital will provide a certificate of such General Liability Insurance to Entity upon request. Additionally, Hospital shall maintain workers' compensation insurance covering its employees at such levels as will satisfy its obligations under the workers' compensation laws of the State of Ohio.
- D. **Assignments Prohibited.** Nothing in this Agreement shall be construed to permit assignment by Hospital or Entity of any rights or duties under this Agreement and such assignment is expressly prohibited except that Hospital shall be able to assign this Agreement with written notice to Entity to any affiliated entity which directly or indirectly controls, is controlled by or is under common control with Hospital.

- E. **Severability.** In the event that any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
- F. **Construction of Agreement.** The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against the Entity or Hospital. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.
- G. **Hold Harmless.** Hospital agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto Entity and Hospital agrees to indemnify, defend and hold harmless Entity, its directors, officers, agents, and employees from and against all third-party claims, actions or causes of action, including attorney's fees, arising out of Hospital's services under this Agreement. Such indemnification obligation is contingent upon Entity providing Hospital prompt notice of any claims, actions, or causes of action.
- Entity similarly agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, and nothing in this contract shall be interpreted to place any such responsibility onto Hospital and, unless otherwise prohibited by law, Entity agrees to indemnify, defend and hold harmless Hospital, its directors, officers, agents and employees from and against all third-party claims, actions or causes of action, including attorney's fees, arising out of Entity's actions or services under this Agreement.
- H. **Independent Contractor.** It is the express intention of the parties that Hospital is an independent contractor and not an employee, agent, joint venture or partner of Entity. Hospital shall act as an independent contractor in the performance of its duties under this Agreement. Entity shall neither have nor exercise any control over the methods by which Hospital delivers or performs its responsibilities. Hospital shall retain sole and absolute discretion in the manner and means of carrying out its work under this Agreement. Nothing in this Agreement shall in any way be interpreted or construed as creating or establishing the relationship of employer and employee between Entity and Hospital. Both parties acknowledge that Hospital is not an employee for state or federal tax purposes.
- I. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered personally, or sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid, to the party's principal office.

If to Hospital:

Miami Valley Hospital
One Wyoming St.
Dayton, OH 45409
Attention: President

With a copy to:

Premier Health Partners
Office of General Counsel
110 N. Main Street, Suite 900
Dayton, OH 45402

If to Entity:

Miami Valley Fire District
2710 Lyons Rd.
Miamisburg, OH 45342
Attention: Fire Chief

- J. **Entire Agreement; Amendments; No Waiver.** This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations and agreements between the parties, whether oral or in writing. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- K. **Equal Opportunity.** The parties hereto shall not discriminate against any patient or employee because of race, color, handicap, age or national origin nor shall there be any such discrimination in the employment practices and personnel policies of either party.
- L. **HIPAA Compliance.** Entity acknowledges that Hospital is bound by law to have written agreements with its business partners who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. Accordingly, Entity warrants and represents that it is or will be in compliance with HIPAA and all relevant federal statutes, rules, regulations and requirements effective at future dates according to the applicable timetables and will execute any appropriate addendum to this Agreement to enable Hospital to be

compliant with HIPAA. Failure by Entity to comply with this provision shall result in immediate and automatic termination of the Agreement without penalty or cost to Hospital.

- M. **Confidentiality.** Entity and Hospital hereby acknowledge that they have or may have access to confidential and proprietary information of the other party including, without limitation, business information designated as confidential expressly or by the circumstances in which it is provided (“Confidential Information”). Confidential Information does not include (i) information already known outside the scope of this Agreement, (ii) information in the public domain through no wrongful act of a party to this Agreement, or (iii) information received outside the scope of this Agreement from a third party who was free to disclose it. The parties agrees that during the term of this Agreement and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the parties, they shall not use, commercialize or disclose the other party’s Confidential Information to any person or entity (except to its own employees or agents having a “need to know” and who themselves are bound by similar nondisclosure restrictions, if applicable). Upon termination, or at any time upon request by the other party, the party shall return or appropriately destroy all Confidential Information in its possession.
- N. **Authority.** Each party represents and warrants that the persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- O. **No Implied Waiver.** Either party’s failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.
- P. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles or rules.
- Q. **Counterparts/Facsimile.** This Agreement may be executed in counterparts transmitted by email or other electronic means, each of which shall constitute an original and the combination of which shall constitute a fully-executed Agreement without the need for an actual original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MIAMI VALLEY FIRE DISTRICT

By: _____
Title:

Date: _____

PREMIER HEALTH PARTNERS

By: _____
Title: System Vice President

Date: _____

Exhibit A
Annual Payment from Entity

For the initial Contract Year of the Term, the Annual Payment as identified in this Exhibit will be paid to Hospital by Entity on or before July 15th, 2025. Thereafter, the Annual Payment for each subsequent Contract Year shall be paid to Hospital by Entity in a single installment on or before July 15th of each such Contract Year.

Cost for Healthy Heroes program is based on current hourly rate for athletic training services with a 4% annual merit increase. The Annual Payment for the Healthy Heroes program is set forth in the table below and includes:

- Weekly 2-hr department visit by athletic trainer with the approximate value of \$120 per week. Entity acknowledges that athletic trainer will not be present 52 weeks per year due to additional work responsibilities and/or time-off. Athletic trainer will be present approximately 39 weeks per year (75%) or approximately 78 hours per year.
- Yearly Healthy Heroes Fitness Assessments included in price. Estimated value of \$50 per participant.

Year	Agreement Term	Average Athletic Training hrs./week	Annual Payment (includes a 4% annual Merit increase)
2025	Initial Term	2	\$ 4680.00
2026	Initial Term	2	\$ 4867.20
2027	Initial Term	2	\$ 5061.89
2028	First Renewal Term	2	\$ 5264.37
2029	First Renewal Term	2	\$ 5474.94
2030	First Renewal Term	2	\$ 5693.94
2031	Second Renewal Term	2	\$ 5921.70
2032	Second Renewal Term	2	\$ 6158.57
2033	Second Renewal Term	2	\$ 6404.91

Exhibit B Scope of Work

Hospital to Provide:

1. Athletic Trainer to provide injury prevention, evaluation, and management of non-BWC injuries on site at designated department once per week for two hours.
2. If an Entity employee requests to see a Sports Medicine physician, arrangements will be made for physician appointments at Premier Sports Medicine or other sports medicine physicians within Premier Health for off-duty injuries.
3. Athletic Trainer to help develop SMART goals for participants and assist with fitness and nutrition programs to help participants achieve goals.
4. As appropriate, Premier Health Sports Medicine personnel may provide informative health and wellness topic presentations to participants.
5. Pamphlets and other promotional materials may be distributed to participants.
6. Access to links and articles for social media such as the Department's website, Facebook, and other social media channels
7. Poster that can be displayed in the Department that promotes the Athletic Training services for Premier Health
8. Healthy Heroes Newsletter consisting of a variety of health and wellness topics to be distributed to participants and displayed in departments.
9. Option for annual Healthy Heroes Fitness assessments for entire department to include initial testing, composite testing results review with the Department for aggregate information only, and confidential review of individual results with employees.
10. Educational workshops in conjunction with Premier Health EMS Center of excellence and Learning Institute.
11. The athletic trainer may deny any athletic training services such as preventive taping, padding or wrapping if the athletic trainer's assessment reveals that the severity of the off-duty injury should prevent the employee from active duty.

Entity to Provide:

1. Appropriate space for evaluation and consultation
2. Location for poster to be displayed promoting athletic training services
3. Wellness communication through employee newsletters, email, social media, web, etc. as appropriate

Exhibit C

Health and Wellness Services

- A. Premier Community Health** - workplace wellness programs, a key part of our commitment to reaching beyond and making a positive impact on health in the communities we serve, can make a difference in your employees' well-being.
- Wellness portal
 - Employee biometric screenings
 - Health risk assessments
 - Lifestyle management programs
 - Wellness challenges
 - Mobile Health Clinic, on-site/ near-site clinics
 - Mobile mammography
 - Vaccination administration: On-site flu shot clinics and vouchers
 - Breast and Cervical Cancer Program
 - Employee Assistance Program
- B. Occupational Health**
- Pre-employment physicals
 - Injury care
 - Bus/DOT physicals
 - Drug testing
- C. Behavioral Health Services** - Licensed therapists work to assist patients in managing emotional and behavioral patterns and concerns. Behavioral health services are provided through Samaritan Behavioral Health.
- Individual, Group, Family counseling
 - Diagnostic evaluations
 - Individual service plan
 - Psychiatrist referral
 - Crisis Care services
 - Prevention services
 - Contracted consultation services
- D. Sports Medicine Services**
- Athletic training services
 - Team physicians
 - Sports performance
 - Individual/Team training – CPAT preparedness training
 - Knee injury prevention
 - Concussion management
 - Return to play program
 - Rehabilitation services
 - Video analysis
 - Alter G (Anti-gravity treadmill training)
 - Functional training