



Police and Fire Committee Agenda

March 5, 2024 at 5:00 PM

Police and Fire Committee

Ben Hunt, Chair
Rich Bardach
Adam Frankel

Staff Liason

Scot Lahrmer, Village Manager
Brian Blum, Lieutenant
Tim Schmidtgoessling, Sergeant

MINUTES

1. Approval of minutes: December 6, 2023

TOPICS OF DISCUSSION

1. EMS Update: Chief Todd Owens
2. Telecommunications (Dispatcher) Resolution
3. Heroin Task Force Memorandum of Understanding (additional position)
4. Heroin Task Force vehicle
5. Replacement vehicle for Lieutenant
6. Department Update

ADJOURNMENT

Police/Fire Committee Minutes

December 6, 2023

Attendees: Ben Hunt (Committee Chair), Bob Rosen (Committee Member), Rich Bardach (Committee Member), Scot Lahrmer, Chris Fritsch, Brian Blum

The meeting was called to order at 5:00 PM. The minutes from August 22, 2023 were approved with no edits.

Chris Fritsch and the Village Manager presented on the Hazard Mitigation resolution which is required for Amberley to be eligible for grant/emergency funding from the Ohio Emergency Management Agency and the Federal Emergency Management Agency. Mr. Rosen made a motion to recommend the resolution to Council. Mr. Bardach seconded the motion and all committee members voted in favor.

The Village Manager presented regarding the 2024 Police/Fire Budget requests. This funding includes funding for SWAT Night Vision system, Level III Body Armor, new hoses, new SEEK Thermal cameras, and the replacement of 6 of 12 radios for the Fire department. In this presentation, the committee agreed with the choices that the department made regarding funding for the 2024 year.

Lieutenant Blum presented a department update and spoke about the amount of Police overtime, and the continued investigations into recent robberies in the Village.

There being no further business, the meeting was adjourned.

Ben Hunt

PASSED:
BY:

RESOLUTION NO. 2024-##

RESOLUTION PROCLAIMING APRIL 14-20, 2024 AS NATIONAL PUBLIC
SAFETY TELECOMMUNICATORS WEEK IN AMBERLEY VILLAGE

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Amberley Village emergency communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of Amberley Village have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, BE IT RESOLVED BY THE Council of Amberley Village, State of Ohio, seven (7) members elected thereto concurring:

SECTION 1: That the Council of the Village of Amberley, Ohio hereby designates the week of April 14 through 20, 2024, to be National Public Safety Telecommunicators Week in Amberley Village

SECTION 2: That we call upon all citizens of the Village of Amberley and upon all patriotic, civic and educational organizations to observe the week of April 14 – April 20 as Public Safety Telecommunicators Week with appropriate ceremonies and observances in which all may join in commemorating Public Safety Telecommunicators

who render dedicated service to their communities in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

SECTION 3: That this Resolution shall take effect and be enforced from and after the earliest period allowed by law.

Passed this ____ day of _____, 2024.

Bob Rosen, Mayor

Attest:

Tammy Reasoner, Clerk of Council

Resolution Vote:

Moved: _____ Second: _____

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____ 2024, the foregoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

Tammy Reasoner, Clerk of Council

**SERVICE AGREEMENT BETWEEN
HAMILTON COUNTY PUBLIC HEALTH AND
THE VILLAGE OF AMBERLEY, OHIO**

This Service Agreement (the “Agreement”) is entered into as of the ____ day of _____, 2024 by and between the **HAMILTON COUNTY GENERAL HEALTH DISTRICT DBA HAMILTON COUNTY PUBLIC HEALTH**(“HCPH”) and the **VILLAGE OF AMBERLEY, OHIO** (“Village”) (HCPH and the Village are collectively known as the “Parties”).

RECITALS

WHEREAS, The Comprehensive Addiction and Recovery Act (“CARA”) was the first major federal substance use disorder treatment and recovery legislation to address the opioid epidemic; and

WHEREAS, CARA establishes a comprehensive, coordinated, and balanced strategy through enhanced grant programs that expand prevention and education efforts while also promoting treatment and recovery; and

WHEREAS, Congress recognized the need for more resources to help turn the tide of the opioid epidemic; and

WHEREAS, the Comprehensive Opioid, Stimulant, and Substance Use Program (“COSSUP”) was developed as part of the CARA legislation; and

WHEREAS, on January 26, 2023, the U.S. Department of Justice (“DOJ”), Office of Justice Programs (“OJP”), Bureau of Justice Assistance (“BJA”) issued the FY 2023 COSSUP grant announcement seeking applications for funding to develop, implement or expand comprehensive programs in response to the overdose crisis and impacts of use and misuse of opioids, stimulants, and other substances (the “Grant”); and

WHEREAS, Hamilton County Public Health applied for funding under the Grant to improve its response to overdose deaths and have more real time data as it relates to next of kin interviews and identify and support innovative community overdose prevention strategies as identified by the Overdose Fatality Review (OFR) Team.; and

WHEREAS, on September 25, 2023 HCPH was notified that OJP approved HCPH’s application for Grant funding for improving its response to overdose deaths and awarded HCPH the amount of \$1,600,000.00 (the “Grant Funds”); and

WHEREAS, the Grant Funds have been allocated to HCPH under Catalog of Domestic Federal Assistance (CFDA) Number 16.838 in Grant Award Number 15PBJA-23-GG-02335-COAP; and

WHEREAS, using Grant Funds, HCPH desires to contract with the Village to hire a staff person to serve as a liaison between public health and public safety.

NOW THEREFORE, the parties hereto, in consideration of the foregoing recitals incorporated herein, and intending to be legally bound, agree as follows:

AGREEMENT

HCPH and Village agree as follows:

1. Term. The Agreement term, upon adoption by HCPH, shall be from February __, 2024 through September 30, 2024 unless otherwise terminated as provided for in Section 8. Termination.
2. Services. The Village agrees to provide the equivalent of one (1) full-time (35 hours per week) Law Enforcement Officer (an “Officer”) to furnish police protection services to the ***Hamilton County Heroin Task Force***. The Officer will coordinate with the ***Hamilton County Heroin Task Force Commander and/or their designee, Michael Davenport***, to determine in advance the dates during the month that the Officer will be providing police protection services.

In the course of providing police protection services to the ***Hamilton County Heroin Task Force Overdose Fatality Review Investigative Liaison***, the Officer shall:

- 1) ***Interview friends and family of deceased individuals;***
- 2) ***Interview friends and family of individuals who currently have an SUD and may have suffered a nonfatal overdose;***
- 3) ***Partner with Hamilton County Heroin Task Force to serve as liaison between HCPH, QRT, and local law enforcement;***
- 4) ***Partner with an academic evaluator (Ohio University) to evaluate the project;***
- 5) ***Develop a dashboard that showcases OFR activities and recommendations;***
- 6) ***Develop a tool to determine which recommendations are suggested for funding;***
- 7) ***Outreach to hospitals and funeral homes;***
- 8) ***Participate in OFR meetings.***

At all times the Officer shall be employed by Village and remain under the direct supervision of the Village’s Chief of Police and subject to the rules, regulations and policies of the Village and the laws of the State of Ohio and the United States. The Village shall be responsible for the Officer’s salary and employee benefits, including payment of applicable State of Ohio law enforcement pension contributions. The Village shall maintain at all times throughout the term and performance of this Agreement professional liability and automobile insurance and worker’s compensation coverage for the Officer. Village shall also supply the Officer with a vehicle and necessary sworn police officer equipment, including but not limited to a firearm, bullet-proof vest, and all gear associated with a sworn police officer position. ***The Hamilton Heroin Task Force OFR Investigative Liaison will work through the chain of command through the Chief of Police and report directly to the Heroin Task Force Commander.***

The Village shall be responsible for the acts and omissions of its Officer, including any damages or other relief awarded to any third party pursuant to a claim filed against the

Village or its Officer. The Village shall be responsible for the costs of defending a claim against the Village or its Officer.

3. Compensation. In exchange for the Village providing a staff person to serve as ***the Hamilton County Heroin Task Force OFR Investigative Liaison between*** public health and public safety, HCPH agrees to reimburse the Village of Amberley \$100,000, ***per year, not to exceed \$300,000 in a three year period.***
4. Expenses. Other than the rate provided for in Paragraph 3, Village shall not be entitled to any reimbursement for any costs or expenses related to the provision of police protection services provided by the Officer under this Agreement. Village shall not be entitled to reimbursement for Officer travel time related to the ***OFR.***
5. Reporting Requirements. ***OFR Investigative Liaison*** shall submit daily activity reports to the ***Hamilton County Heroin Task Force Commander***, summarizing ***daily activities to include:***
 - a. ***Overdose death scene responded to***
 - b. ***Family members or loved ones contacted***
 - c. ***Meetings with Heroin Task Force members or OFR members***
 - d. ***OFR meetings attended***
 - e. ***Interviews conducted related to investigations both fatal and non-fatal***
 - f. ***Outreach to hospitals and funeral homes***
6. Billing and Payment. On a quarterly basis, the Village shall submit an invoice to the Director of Harm Reduction, including supporting written documentation, certifying the name of the Officer, ***the number of hours the Officer worked in that quarter and all costs associated with the Hamilton County Heroin Task Force OFR Investigative Liaison to include all benefits.*** The Director of Harm Reduction shall make payment to the Village within thirty (30) calendar days of the receipt of the Village's invoice.
7. Termination For Convenience. This Agreement may be terminated by either Party for its convenience upon ninety (90) calendar days prior written notice to the other Party. The Parties agree should this Agreement be terminated for convenience such authorized Services satisfactorily provided by the Village prior to the termination date shall be eligible reimbursement and paid according to the provisions of Paragraph 6.
8. Termination For Cause. In addition to all other rights and remedies provided by law, equity or this Agreement, either Party may terminate this Agreement for cause by giving the other Party at least seven (7) calendar days prior written notice thereof. For purposes of this Paragraph, "cause" means the following: either Party's failure to perform in accordance with the terms of Agreement; either Party's breach of Agreement; or either Party's inability to comply with Agreement. The defaulting Party shall correct or take substantial steps toward correcting the cause giving rise to the notice within three (3) calendar days of the notice required above. In the event the defaulting Party shall correct, or take substantial steps toward correcting, the cause giving rise to the notice within three (3) calendar days of the notice required above, as determined sufficient by the Party providing notice in its sole reasonable discretion, the cause of termination shall be deemed void and this Agreement shall continue in effect. In the event the defaulting Party does not correct or has not taken

substantial steps toward correcting such cause to the other Party's satisfaction prior to the stated termination date, Village shall halt performance of Services, except as requested in writing by HCPH and shall prepare a final invoice for payment. Village shall not be entitled to any payments from the effective date of termination.

9. Audit Provisions. Village shall maintain records, payroll, accounting procedures and practices, and any other applicable documents, appropriately reflecting all direct and indirect uses and expenditure of the funds received from HCPH for use by Village. Such records shall be subject at all time to inspection, review, and audit by the HCPH or its designee. The records shall be retained and available in accordance of the Village's and HCPH's respective public records retention schedule and policies whichever is longer but in no event less than three (3) years.
10. Improper Use of Funds. If HCPH determines Village uses funds for any purpose not clearly authorized by this Agreement or fails to comply with public record, accountings and reporting requirements, HCPH shall withhold further payments of funds to Village. In addition, Village agrees to repay HCPH any funds improperly used as determined by the terms and obligations of Agreement. If Village and HCPH are unable to agree to repayment or repayment for the improperly used funds does not occur within a reasonable period of time, Parties agree to mediation.
11. Conformance to Laws and Regulations. Village and HCPH shall conform to the requirements of all applicable laws and regulations of the State of Ohio governing the execution of their respective duties under Agreement.
12. Notices. All notices provided for in this Agreement shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service, or (b) as of the third business day after being sent be registered mail or certified mail, return receipt requested, through the United State Postal Service, or (c) by such other method agreed upon in advance by the Parties. Unless otherwise agreed upon in advance by the Parties, notice shall be addressed as follows:

If to HCPH: Greg Kesterman
Hamilton County Health Commissioner
250 William Howard Taft Rd.
Cincinnati, Ohio 45219
Fax: 513-946-7890

If to the Village: Scot Lahrmer
Village of Amberley Manager
Administration Department
7149 Ridge Road
Amberley Village, Ohio 45237
Phone: 513-531-8675

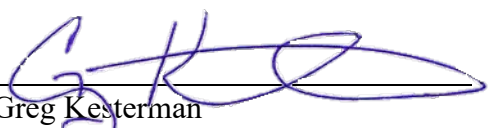
13. Village acknowledges and agrees that it does not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
14. Village agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
15. Village agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
16. Village agrees that no funds received from HCPH under this Agreement may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
17. Village agrees to provide additional information, data, reports and documentation as may be requested by the ***Hamilton County Heroin Task Force Commander*** from time to time in order for the HCPH to comply with its obligations to OJP under the Grant.

IN WITNESS WHEREOF, the Parties have signed this Agreement by their authorized representatives on the date first written above.

VILLAGE OF AMBERLEY, OHIO

HAMILTON COUNTY PUBLIC HEALTH

Scot Lahrmer
Village Manager



Greg Kesterman
Health Commissioner

Date

03/01/2024

Date

APPROVED AS TO FORM:

Attached _____
Hamilton County Assistant Prosecuting
Attorney



MELISSA A. POWERS
HAMILTON COUNTY PROSECUTING ATTORNEY

ENVIRONMENTAL DIVISION
230 EAST NINTH STREET, SUITE 4000
CINCINNATI, OHIO 45202-2151
PHONE: 513 946-3040
FAX: 513 946-3018
WWW.HCPROS.ORG
WRITER'S DIRECT DIAL NUMBER
946-3042

February 29, 2024

Greg Kesterman
Hamilton County Health Commissioner
Hamilton County General Health District
250 William Howard Taft Road, 2nd Floor
Cincinnati, OH 45219

Re: Service Agreement Between Hamilton County Public Health and the Village of Amberley, Ohio

Dear Commissioner Kesterman:

I have reviewed the above referenced Service Agreement between Hamilton County Public Health and the Village of Amberley, Ohio regarding the hiring of a staff member to serve as a liaison between public health and public safety. I, now approve the Agreement as to form.

If you have any questions, please feel free to contact me.

Sincerely,

Nee Fong Chin
Chief Assistant Prosecuting Attorney

Phone: 513-683-5440

Deal No. 1059343

Kings Toyota

VEHICLE PURCHASE CONTRACT
AND/OR DEPOSIT RECEIPT

Date 2/29/2024

Cust. No. 703011

New: 4700 Fields Ertel Road Used: 9500 Kings Automall Rd.

Salesperson Jason Xu

The undersigned (Purchaser) hereby agrees, under the terms and conditions set forth below, to purchase from Kings Toyota the following:

PURCHASER
Name The Village of Amberley Village
Address 7149 Ridge Road
City Cincinnati State OH
County HAMILTON Zip Code 45237
Home Phone Bus. Phone
Cell Phone (1) 513-623-1358 Cell Phone (2)
Email mdavenport@gcfc.org

VEHICLE
☒ NEW ☐ DEMO ☐ RENTAL UNIT ☐ USED
Yr. 2024 Make Toyota Stock No. RU130512
Model RAV4 4435C Body Type Sport Utility
Color 03T3 RED / 40 BEIGE Top Trim Hybrid LE
V.I.N. 4T3LWRFV1RU130512 CC 1

NO AFTERMARKET ADDS

NO AVAILABLE INCENTIVES

TAX-EXEMPT NON-PROFIT

TERMS AND CONDITIONS

- The odometer of the purchased vehicle currently reads 12 miles and is accurate to the best of Seller's knowledge.
- This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.
- In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages, the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price.
- Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time this contract was executed and Purchaser delivered the trade-in to Seller.
- None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser. This contract shall be construed under Ohio law.
- By signing this agreement, I acknowledge that the REGISTRATION CONVENIENCE FEE is optional unless registration by the dealership is required by the secured party or legal owner of the vehicle. I agree to pay the charge listed above.

NEGATIVE EQUITY TRANSFER AGREEMENT

I/WE ACKNOWLEDGE THE BALANCE OWED ON THE TRADE-IN VEHICLE EXCEEDS ITS ACTUAL CASH VALUE. I/WE AGREE TO TRANSFER \$0 OF THE TRADE-IN PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE.

X Purchaser(s)

WARRANTY INFORMATION/OWNER DECLARATION

THE ONLY WARRANTY ON THE VEHICLE IS THAT WHICH IS SUPPLIED BY THE VEHICLE MANUFACTURER, UNLESS THE SELLER, Kings Toyota FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF. IN ALL CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS.

If the vehicle leased is a "used vehicle" as defined in The Federal Trade Commission Used Motor Vehicle Trade Regulation Rule, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

I/WE HEREBY CERTIFY THAT I/WE HAVE ACCEPTED DELIVERY OF THE VEHICLE, EITHER PHYSICALLY OR CONSTRUCTIVELY, THUS CONFIRMING MY/OUR OWNERSHIP EFFECTIVE THIS DAY OF

X Purchaser(s)

TRADE-IN (1)		PURCHASE	
Yr	Make	Selling Price	34712.02
Model		Protection Package	
Vin #		Added Equip.	
Mileage		Ext Serv Agrmt	
Stock #			
TRADE-IN (2)			
Yr	Make		
Model			
Vin #			
Mileage			
Stock #		Reg Con Fee	
Combined Allowance		Subtotal	34712.02
		Sales Tax	0.00
Deposit		Doc Fee	250.00
Cash Due		Transfer Temp	35.00
		Title	
		TOTAL CASH PRICE	34997.02
TOTAL CREDITS			

TRADE-IN BALANCE OWED TO		TRADE-IN PAYOFF	
☐ SPOT DELIVERY Purchaser agrees that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's Installment and/or Security Agreement is part of this Vehicle Purchase Contract.			
Initials X		BALANCE DUE	34997.02

— FOR OFFICE USE ONLY —	
ACV.	UNPAID BALANCE OF CASH PRICE DUE FROM
C.	
D.F.M.	

purchaser initials	DUE BILL is part of this contract	ACCEPTED Kings Toyota by 
purchaser initials	HOLD CHECK agreement is part of this contract	

Company The City of Amberley Village
 Address 7149 Ridge Road
 City Cincinnati State OH Zip 45237
 County HAMILTON Bus Phone
 Home
 Cell Phone (513) 623-1358
 Email mdavenport@gcfc.org

*Added Equipment:

☒ New ☐ Demo ☐ Rental Unit ☐ Used
 Year 2024 Make TOYOTA Stock RU130512
 Model RAV4 Body 4D WAGON HYBRID LE (4435)
 Color Pearl Top Trim
 VIN 4T3LWRPV1RU130512 Miles 1

TRADE IN (1)		PURCHASE	
Year	Make	Price	\$34,712.02
Model		Added Equip*	\$0.00
VIN			
Miles			
Stock			
TRADE IN (2)		SUBTOTAL	\$34,712.02
Year	Make	Sales Tax	\$0.00
Model		Doc Fee	\$250.00
VIN		License/Title	\$35.00
Miles			
Stock			
Allowance		TOTAL CASH PRICE	\$34,997.02
Rebate	\$0.00	Total Credits	(\$0.00)
Cash Due	\$0.00	TRADE-IN PAYOFF	\$0.00
Deposit	\$0.00		
TOTAL CREDITS	\$0.00	BALANCE DUE	\$34,997.02

Invoice Payment Authorization
 P O Number HTFCRAWT
 Account Number
 Amount Paid \$ 34,997.02 ✓
 Payment Due Date
 Authorized By TS
 Date 2/27/24

KDG Employee Coupon
 \$1500.