



Police and Fire Committee Agenda

October 8, 2024 at 5:00 PM

Police and Fire Committee

Ben Hunt, Chair
Rich Bardach
Adam Frankel

Staff Liaison

Scot Lahrmer, Village Manager
Rich Wallace, Chief
Tim Schmidtgoessling, Lieutenant

MINUTES

1. Approval of minutes: June 24, 2024

TOPICS OF DISCUSSION

1. Amberley Village Notification System Memorandum of Understanding
2. Department Update

ADJOURNMENT

Police/Fire Committee Minutes

June 24, 2024

Attendees: Ben Hunt (Committee Chair), Richard Bardach (Committee Member), Adam Frankel (Committee Member), Scot Lahrmer, Lt. Tim Schmidtgoessling

The meeting was called to order at 4:00PM. The minutes from May 29, 2024, were approved with no edits.

Lt. Schmidtgoessling presented the purchase of new body armor for the Police department. 11 sets will be heavy duty body armor that will be stored in the police vehicles, and 8 sets are replacements of the body armor officers wear daily. Council had previously budgeted \$10,000 to cover part of the cost, and the department won a grant for \$23,343.90 from the Ohio Law Enforcement Body Armor Program from the state Attorney General to cover the difference. Mr. Bardach moved to recommend this resolution to council. Mr. Frankel seconded the motion, and it was approved unanimously.

Lt. Schmidtgoessling then gave a department update. He shared about recent activity with the South American Task Force in conjunction with Indian Hill PD. The department received positive feedback following the Village safety events in May. They have learned of a glitch in the new CodeRed mass communication system and are working on a resolution with the vendor.

Manager Scot Lahrmer provided a reminder about the upcoming renewal of the Reading EMS service contract and expected to have more details later in the summer for the committee to consider.

There being no further business, the meeting was adjourned.

Ben Hunt

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HAMILTON COUNTY EMERGENCY MANAGEMENT AND HOMELAND
SECURITY AGENCY
AND
AMBERLEY VILLAGE, OH
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as “MOU,” is entered into by and between the Hamilton County Emergency Management and Homeland Security Agency (the “EMA”), a political subdivision of the State of Ohio, and Amberley Village, OH (the “PARTICIPANT”).

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, the EMA is sponsoring a Countywide Public Mass Notification System (“System”) for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the EMA has purchased products and services from Rave Wireless, Inc. d/b/a Rave Mobile Safety (“Rave”), through Lyme Computer System Inc., for the provision of Public Mass Notification System Services, to disseminate critical, time-sensitive Emergency information to the residents of Hamilton County, Ohio and businesses through phone and e-mail devices for Emergency Notification Situations; and

WHEREAS, the EMA, through Rave, is making use of the System available to all political subdivisions and governmental agencies within Hamilton County, Ohio; and

WHEREAS, the EMA agrees to provide to PARTICIPANT access to the products and services provided by Rave in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANT agrees to use the System in compliance with the terms of this MOU and all usage agreements, including but not limited to the Rave Mobile Safety Master License and Services Agreement (attached hereto as Exhibit A), the Rave Terms of Use (attached hereto as Exhibit B), the Rave Privacy Policy (attached hereto as Exhibit C), and the EMA’s Public Mass Notification System Policy and Guidelines (attached hereto as Exhibit D).

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants, terms, and conditions contained herein, the parties agree as follows:

I. Definitions:

“Agreement” shall collectively refer to the Rave Mobile Safety Master License and Services Agreement (attached hereto as Exhibit A), the Rave Terms of Use (attached hereto as Exhibit B), and the Rave Privacy Policy (attached hereto as Exhibit C). Exhibits A, B and C are hereby incorporated by reference into this MOU.

“Contract Documents” shall collectively refer to this MOU, the Agreement and the EMA’s Public Mass Notification System Policy and Guidelines (attached hereto as Exhibit D and incorporated by reference herein).

“Countywide” shall mean all geographic locations in Hamilton County, Ohio.

“Contact Information” shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with the Contract Documents.

“Confidential Information” shall include but shall not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law.

“Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANT’S jurisdiction.

“Emergency Information” shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an Emergency.

“Emergency Notification Situation” shall mean instances when Emergency Information is to be distributed through the System.

“Participant User” shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

“Non-Emergency Information” shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT’S jurisdiction to justify the use of the System to distribute such information.

“Non-Emergency Notification Situation” shall mean instances when PARTICIPANT deems Non-Emergency Information to be of significance to PARTICIPANT’S jurisdiction and chooses to use the System to distribute such information.

“System” shall mean the Public Mass Notification System as provided by Rave to EMA, including all additional Rave products provided by the EMA for PARTICIPANT’S use.

The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

- II. Term:** This MOU shall be in effect from the date that the PARTICIPANT and the EMA sign the signature page below and shall expire on September 30, 2024.

This MOU will be automatically renewed for additional one-year terms unless terminated in accordance with Section VIII. Termination, below. Such renewals may provide for an increase or decrease of PARTICIPANT'S contribution as will be reasonably determined by the EMA in its sole discretion, but if EMA determines that an increase in the contribution is necessary, this MOU will not be renewed unless (1) EMA informs PARTICIPANT of the increased contribution at least 30 days in advance of the renewal term, and (2) PARTICIPANT accepts the increase and chooses to allow renewal of the MOU, with both steps (1) and (2) being made in writing in accordance with Section VI. Notices, below.

- III. Scope of Services:** PARTICIPANT shall receive from the EMA access to the same services being provided by Rave to the EMA. EMA'S involvement in this MOU is limited only to extending the availability of the Rave products and services to the PARTICIPANT, subject to the terms and conditions of the Agreement. EMA does not make any representations or warranties regarding the availability or reliability of the System.

- IV. Cost:** PARTICIPANT shall pay the EMA in accordance with Attachment 1, a copy of which is attached hereto and incorporated by reference herein. The amount owed by PARTICIPANT shall be reasonably determined by the EMA as a contribution by PARTICIPANT towards the total cost for the System. Attachment 1 shall be updated with each renewal to reflect changes in cost due to charges from Rave and apportionment of cost amongst participating jurisdictions. As noted in Section II. Term, above, if the charges for PARTICIPANT are to be increased, then EMA must inform PARTICIPANT of that increase 30 days in advance of the renewal term, and PARTICIPANT must accept the increase and choose to renew the MOU before the renewal term begins.

- V. Use:** Use of the System and its data, including but not limited to contact information, for both Emergency Notification Situations and Non-Emergency Notification Situations is governed by the terms, conditions and restrictions set forth in the Contract Documents. The EMA retains the right to update the Exhibits as needed, in whole or in part, during the term of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANT within five business days of the revision date and shall be deemed incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Section IX. Amendments, below.

PARTICIPANT and each Participant User who are given access to the System agree to abide by the terms and conditions of the Contract Documents. Breach of these terms and conditions may result in the termination of a Participant User's or PARTICIPANT's

access to and use of the System.

PARTICIPANT agrees to require each Participant User to execute a Participant User Agreement, a copy of which is attached hereto as Exhibit E, regarding the Participant User's obligations to maintain the confidentiality of login and password information; ensure that he or she will use the System in accordance with all applicable laws and regulations, including those relating to use of personal information; that he or she may be responsible for any breach of the terms of the Agreement and/or this MOU; and that he or she agrees to comply with the confidentiality provisions of this MOU.

PARTICIPANT further agrees to provide a copy of the signed Participant User Agreement to the EMA and to notify the EMA if a Participant User withdraws his or her consent to the Participant User Agreement at any time during the term of this MOU.

- VI. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

If to EMA:

Nick Crossley
Director
Emergency Management & Homeland Security Agency
2000 Radcliff Drive, Cincinnati, OH 45204

nick.crossley@hamiltoncountyohio.gov

If to PARTICIPANT: AMBERLEY VILLAGE

Scot Lahrmer
Village Manager
Amberley Village
7149 Ridge Road Amberley Village, OH 45237

slahrmer@amberleyvillage.org

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of Confidential Information to which they have access as a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. No party shall post Confidential Information as part of a mass notification unless the law allows such information to be released. The requirements in this section shall survive any termination of this MOU.

- VIII. Termination:** The EMA or PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its

participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Section VI. Notice, above. Such notice shall be delivered to the EMA. A terminating PARTICIPANT shall uphold the obligations contained in Section VII. Confidentiality, above. Additionally, a terminating PARTICIPANT shall not be relieved from their cost obligation under Section IV. Cost, above, for the term in which they terminate. Upon termination, PARTICIPANT agrees to inform each Participant User to stop using the System and to relinquish all System access, user accounts, passwords and non-Participant data to EMA immediately. PARTICIPANT may choose to delete and/or export non-public contact information owned by PARTICIPANT, i.e. inter-departmental contact information. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the EMA for regional or multi-jurisdictional notification use as needed.

In the event that EMA terminates this MOU, EMA shall give PARTICIPANT reasonable notice.

- IX. Amendments:** This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT shall not be deemed an amendment.
- X. Public Records:** In the event that the EMA or PARTICIPANT receives a public records request seeking documents, communications, or other data related to the System, the party in receipt of the request shall immediately notify the other in accordance with Section VI. Notice, above. The parties shall reasonably cooperate in coordinating a response to the request. The cooperation contemplated in this section shall not be applicable to the defense of litigation instituted under R.C. 149.43.

Multiple Counterparts: Electronic Delivery/Signature: This MOU may be executed in counterparts. It is not necessary that the signature on behalf of each party appear on each counterpart copy, so long as each party executes the MOU. All counterparts of this MOU collectively constitute a single agreement. EMA is authorized to combine each party's execution sheets into a single document. Signatures to this MOU transmitted by fax, by electronic mail in "portable document format" (".pdf"), or by any other properly authenticated electronic means meeting the requirements of Ohio Revised Code Chapter 1306 and intended to preserve the original graphic and pictorial appearance of the MOU, shall have the same effect as physical delivery of the paper document bearing the original signature. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding equivalent to a handwritten signature by a person with the intent to sign this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of

Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

**HAMILTON COUNTY EMERGENCY MANAGEMENT
AND HOMELAND SECURITY AGENCY**

By: _____
Nick Crossley, Director

Date: _____

PARTICIPANT: AMBERLEY VILLAGE, OH

By: _____
Scot Lahrmer, Village Manager

Date: _____

ATTACHMENT 1
Countywide Public Mass Notification System
Cost obligation for Amberley Village
For Annual Term

1. Citizen Notification \$500 (Annually)

- Unlimited opt-in registrants.
- Unlimited emergency text message and email notifications.
- Operational text messages, as defined by SMS carrier restrictions, have a limited allotment each month which is shared amongst the participating jurisdictions. Specific limits will be communicated as they are defined after the use of operational text messages is being implemented.
- 1,000,000 minutes to be shared for voice notifications amongst the participating jurisdictions.

NOTES:

Operational SMS Text Messages: If the operational text message allotment is exceeded, prior to the EMA's yearly renewal with Rave, the EMA, may in its discretion, purchase additional operational SMS messages from Rave. In this event, all participating jurisdictions, including PARTICIPANT, agree to be responsible for a portion of the additional cost in proportion to the operational SMS text messages it used. PARTICIPANT agrees it shall promptly pay EMA upon receipt of an invoice.

Voice Notification Minutes: If the voice notification minutes are totally expended prior to the EMA's yearly renewal with Rave, the EMA, may in its discretion, purchase additional voice notification minutes from Rave. In this event, all participating jurisdictions, including PARTICIPANT, agree to be responsible for a portion of the additional cost in proportion to the minutes it used from the initial 1,000,000 minutes allocated. PARTICIPANT agrees it shall promptly pay EMA upon receipt of an invoice.

Total: \$500