



Police and Fire Committee Agenda

November 26, 2024 at 4:00 PM

Police and Fire Committee

Ben Hunt, Chair
Rich Bardach
Adam Frankel

Staff Liaison

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

MINUTES

1. Approval of minutes: October 8, 2024

TOPICS OF DISCUSSION

1. EMS contract with the City of Reading: Fire Chief Todd Owens
2. Heroin Task Force contracts
3. 2025 Budget requests
4. Department update

ADJOURNMENT

Police/Fire Committee Minutes

October 8, 2024

Attendees: Ben Hunt (Committee Chair), Richard Bardach (Committee Member), Adam Frankel (Committee Member), Scot Lahrmer, Assistant Chief Blum

The meeting was called to order at 5:00PM. The minutes from June 24, 2024, were approved with no edits.

Manager Scot Lahrmer provided an update on the CodeRed notification system. Although CodeRed was initially selected for its range of features, ongoing issues with the company's ability to deliver services and unresponsive customer support have led to the decision to discontinue their service. The Village is seeking reimbursement for the costs incurred.

Manager Lahrmer proposed entering into a Memorandum of Understanding (MOU) with Hamilton County to transition to the RAVE notification system. This change will result in cost savings for the Village, and the existing resident data from CodeRed can be exported into the new system.

Mr. Frankel made a motion to present this proposal to the Village Council, and Mr. Bardach seconded. The motion passed unanimously.

Assistant Chief Blum provided a department update. He discussed increased patrols in response to a rise in traffic complaints, as well as heightened security for local temples during the High Holy Days. He emphasized the strength of partnerships with other agencies, particularly during the October 7 commemoration event at Adath Israel. Lt. Blum also mentioned recent activity from a South American crime group, which the department is monitoring closely. Finally, he shared the department's enthusiasm for the addition of K9 Armour, who will join the force after completing his onboarding.

There being no further business, the meeting was adjourned.

Ben Hunt

PARAMEDIC AND EMERGENCY SERVICES AGREEMENT

This Agreement executed the date set forth below shall be effective January 1, 2025, by and between the **CITY OF READING**, Hamilton County, Ohio, an Ohio municipal corporation, 1000 Market Street, Reading, Ohio 45215 and the **VILLAGE OF AMBERLEY VILLAGE**, Hamilton County, Ohio, an Ohio municipal corporation, 7149 Ridge Road, Amberley Village, Ohio 45237.

WHEREAS, Reading currently provides a staff of Paramedics, Advanced-Emergency Medical Technicians and Emergency Medical Technicians to provide emergency medical and paramedic services; and

WHEREAS, Amberley Village desires to contract with Reading to provide paramedic services and supporting emergency medical services within Amberley Village;

NOW THEREFORE, by authority of the Councils for the City of Reading and Amberley Village, and in consideration of the promises and covenants contained herein, the parties agree as follows:

1. The City of Reading shall provide paramedic service and supporting emergency medical service within Amberley Village. Any response for service, whether primary or mutual aid, shall be on a first call-first response basis, taking into consideration all other calls for service such department shall receive from its respective jurisdictions.

2. In exchange for the services described herein, Amberley Village shall pay to the City of Reading, the following: for the year 2025, the sum of \$234,106, for the year 2026, the sum of \$250,493, for the year 2027 the sum of \$263,017, for the year 2028, the sum of \$276,167, and for the year 2029, the sum of \$289,975 for a total for five (5) years of \$1,313,758. Such amounts shall be paid in equal quarterly installments, to be made by Amberley Village on or before March 31st, June 30th, September 30th and December 20th of each year of this contract.

3. As additional consideration for such contract, the City of Reading is hereby authorized to bill residents and non-residents within Amberley Village for emergency medical and paramedic services provided to such residents and non-residents as permitted by law. The charges for such service shall be billed separately by the City of Reading with a copy of the schedule for such services to be provided to Amberley Village. The City of Reading shall waive any portion of the charges for such services billed to residents and resident members of their households within Amberley Village to the extent such charges for services are not covered by available health insurance or medical services indemnification policies, including Medicare and Medicaid.

4. This agreement shall commence on January 1, 2025, and shall continue until December 31, 2029, provided, however, this contract shall terminate earlier if either of the following occur:

(a) Reading fails to meet the guidelines and requirements established by the Greater Cincinnati Academy of Medicine for continuing paramedic operations.

(b) Reading discontinues paramedic or emergency services.

(c) If any party provides notice to the other parties on or before July 1st of a calendar year, which notice shall allow the contract to be terminated December 31st of the same calendar year.

5. This written Agreement contains the entire agreement of the parties. There are no separate memoranda, oral agreements or understandings which are not specifically outlined herein. Any modifications to this Agreement must be in writing and executed in the same form and manner as this Agreement. Authority for the execution of this Agreement is evidenced by the Ordinance or Resolution of their respective governing authorities attached hereto. The undersigned representatives on behalf of the City of Reading and Amberley Village warrant that they have appropriate authority to enter into this Agreement and to bind their respective principals to this Agreement. This Agreement may be executed in component parts, which together shall constitute the entire agreement between the parties.

6. The parties to this Agreement are each responsible for their own acts of omissions and those of their employees, officers, and agents. The City of Reading shall procure liability insurance to cover the services and conduct provided under this Agreement and shall each name Amberley Village as an Additional Insured on the parties' respective policies. A copy of certificates of insurance shall be provided to Amberley Village upon request. The amount of insurance coverage on the policies shall be in sufficient amounts as approved by the Amberley Village's insurance carrier, but not in excess of the amounts covering the parties providing the services hereunder. Should a claim against Amberley Village arise, Amberley Village will be indemnified and defended to the extent permitted by law and under the respective insurance policies. Said insurance policies shall be maintained at all times during the terms of this Agreement and shall apply to any extensions, renewals, addenda, or modifications thereto.

CITY OF READING

By: _____
Patrick Ross
Its: Safety-Service Director

VILLAGE OF AMBERLEY VILLAGE

By: _____
Scot F. Lahrmer
Its: Manager

APPROVED AS TO FORM:

David Stevenson, Law Director
City of Reading

APPROVED AS TO FORM:

Kevin C. McDonough, Solicitor
Village of Amberley Village

**MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY
COMMISSIONERS HAMILTON COUNTY, OHIO AND
AMBERLEY VILLAGE, OHIO**

This Memorandum of Agreement (“MOA”) is entered into as of the ____ day of ____ 2024 by and between the BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO (“County”) and AMBERLEY VILLAGE, OHIO (“Village”); and collectively known as the Parties (“Parties”).

RECITALS

- A. The Village and County wish to enter into this MOA to support and sustain efforts, and to fulfill an objective of the Hamilton County Office of Addiction Response (“OAR”) in addressing the opioid epidemic affecting Hamilton County and its various jurisdictions.
- B. Both the Village and the County aim to formally structure and jointly coordinate multi-jurisdictional activities, resources, and functions of law enforcement and prosecution agencies to combat the opioid epidemic through innovative and creative means.
- C. The County has previously provided in-kind resources and funding to OAR and intends to provide similar resources once again.
- D. This MOA establishes the terms, conditions, and obligations of the Parties for the shared services of one law enforcement officer to serve as the Commander (“Commander”) of the program entitled the Hamilton County Heroin Task Force (“HCHTF”) and the Law Enforcement Director (“Director”) of program known as the Hamilton County Quick Response Team (“HCQRT”).
- E. The combined HCHTF Commander and HCQRT Director positions (“Position”) selected and will be employed by the Village and funded by the County through various sources, including but not limited to non-profits, local, state, and/or federal grants, eligible County levy resources, and the Hamilton County General Fund. Total funding from the County General Fund, eligible County levy resources, or other County funding sources shall not exceed Two Hundred Thousand Dollars and 00/100 (\$200,000) annually.
- F. The purpose of this MOA is to codify terms and conditions of the arrangement and obligations of the Parties and to memorialize proper uses and expenditures of in-kind and financial resources.

AGREEMENT

County and Village agree as follows:

1. **Term.** MOA term, upon adoption by County, shall be from January 1, 2025 through December 31, 2025 (“Initial Term”) unless otherwise terminated as provided for in

Section 8. Termination. MOA shall automatically renew for ten (10) one (1) year terms commencing January 1, 2026 (Renewal Terms) unless funding is no longer available or as otherwise terminated in accordance with the terms herein.

2. **Funding.** Total funding from the County shall not exceed Two Hundred Thousand Dollars and 00/100 (\$200,000) annually. Position is contingent upon Village's willingness to employ Position; the existence of the HCHTF and HCQRT; and a sustainable funding source(s).
3. **Conditions and Uses.** The Position shall be employed by Village and under the direct supervision of the Chief of Police of Amberley Village although Position's day-to-day duties and responsibilities will be assigned to and by the HCHTF and HCQRT. Position shall perform the duties set forth in the job description attached hereto and incorporated hereto by reference as Exhibit A. County agrees to pay Village for salary, benefits, general office supplies, travel expenses, or other eligible expenses for and in support of the HCHTF and HCQRT not exceed Two Hundred Thousand Dollars and 00/100 (\$200,000) annually for Renewal Terms of MOA. For subsequent Renewal Terms, Position may be eligible for performance merit increases subject consistent with any increases authorized and determined by the Village for its Police Department.

County will be responsible through payment to Village for wages, ancillary benefits for employment, and applicable State of Ohio law enforcement pension contributions provided Village agrees to maintain at all times throughout the term and performance of the MOA risk management legal and liability insurance, bureau of worker's compensations insurance, and maintain the Position's pension with Ohio Police and Fire Pension Fund. Village also agrees to support the position with necessary sworn police officer equipment, including but not limited to a firearm and ammunition, bullet resistant vest, and all gear, supplies and maintenance associated with a sworn police officer position. An appropriate unmarked vehicle and insurance for said vehicle shall be provided by the Ohio Organized Crime Commission through the Office of the Ohio Attorney General.

4. **Eligible Expenses.** Eligible expenses include costs provided in Section 3. Conditions and Uses and not limited to salary and employee benefits, training, and other employment costs not to exceed One Hundred and Fifty Thousand Dollars and 00/100 (\$150,000) annually for Initial or subsequent Renewal Terms of MOA. Village shall not invoice nor shall the County reimburse shared personnel position expenses for travel time to or from County offices of HCHTF and HCQRT meeting locations.
5. **Reporting Requirements.** Position shall submit monthly reports to the OAR Director, summarizing the efforts and initiatives undertaken by Position in the provision of services to the OAR as defined by MOA. An Amberley Village Task Force Biweekly Timesheet is attached hereto and incorporated by reference herein as Exhibit B.

6. **Billing and Payment.** If applicable based on the funding source, the Village shall submit an invoice with supporting documentation to the OAR Director on a quarterly basis. The OAR Director will process payment to the Village within sixty (60) calendar days of receiving the invoice.
7. **Reimbursement.** For Eligible Expenses, above and beyond salary and benefits, Village shall submit quarterly invoices to OAR Director, documenting eligible expenses for reimbursement, a copy of which is attached hereto and incorporated by reference herein as Exhibit C. After approved, the Director will route to the Hamilton County Office of Budget and Strategic Initiatives for payment. Payment shall be remitted upon receipt of an approvable invoice and satisfactorily completed reporting requirements as described in this MOA. County will make payment within sixty (60) days after receipt of an approvable invoice received in accordance with any applicable terms of MOA. The County will only pay for those services authorized under MOA.

The Village warrants that claims made to OAR for payment for Services provided shall be for actual Services rendered and do not duplicate claims made by the Village to other Sources of public funds for the same service.

8. **Termination.** Agreement may be terminated by either party upon ninety (90) days written notice (Termination Notice). Parties further agree should the MOA be terminated such authorized services as Village has satisfactorily provided prior to the termination date shall be eligible for payment and/or reimbursement and paid according to the provisions of Section 6. Billing and Payment and Section 7. Reimbursement.

In addition to all other rights and remedies provided by law, equity, or MOA, either Party may terminate MOA for cause after providing 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 MOA; either Party's breach of Agreement, or either Party's inability to comply with the MOA.

In the event defaulting the defaulting Party takes substantial steps to correct the cause which gave rise to the notice within seven (7) calendar days of the notice required above, the Party that provided the Notice of Cause, in its sole reasonable discretion, may deem the cause void and terminated. In such case, MOA shall continue in effect. In the event of defaulting Party does not correct or has not taken substantial steps toward correcting such cause to other Party's satisfaction prior to the termination of seven (7) days, Village shall halt performance of Services, except as requested in writing by County. In accordance with the applicable sections herein Village shall prepare a final invoice for payment; Parties shall reconcile final payment with the remaining balance of Initial payment; and Party owing other Party shall remit payment within sixty (60) days of reconciled final payment. Village shall not be entitled to any payments from the effective date of termination after County gives Village notice of termination until such time as County determines the increase in costs which it will bear in order complete some or all of the Services and any damages County may suffer as the consequences of any breach of MOA by Village. At such time, County may remit the amount properly submitted less the amount of such increased costs and damages suffered by County. Any amount due and

owning from Village to County shall be promptly remitted to County. In no event shall the total payments made to Village exceed the compensation amounts set forth in Recital E, herein.

- 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 County for use by Village. Such records shall be subject at all time to inspection, review, and audit by the County or its designee. The records shall be retained and available in accordance of the Village's and County'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 County determines Village uses funds for any purpose not clearly authorized by MOA or fails to comply with public record, accountings and reporting requirements, County shall withhold further payments of funds to Village. In addition, Village agrees to repay County any funds improperly used as determined by the terms and obligations of MOA. If Village and County 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 County shall conform to the requirements of all applicable laws and regulations of the State of Ohio governing the execution of their respective duties under MOA.
- 12. Governing Law.** This MOA and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.
- 13. Assignment.** The Parties expressly agree that Village shall not assign this MOA without the prior written approval of the County. The Village may not subcontract any of the Services agreed to in this MOA without the express written consent of the County. All subcontracts are subject to the same terms, conditions, and represents contained within this MOA. Village is responsible for making direct payment to all subcontractors for any and all Services provided by such contractor.
- 14. Confidentiality Agreements and Statements.** 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.
- 15. Clean Air.** 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.).
- 16. Lobbying.** Village agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 17. Provision of Additional Information.** Village agrees to provide additional information, data, reports and documentation as may be requested by the OAR Director from time to

time in order for the County to comply with its obligations for any Grant monies utilized to pay MOA funds.

- 18. Notice. Notices.** All notices provided for in this MOA 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 by 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 the County: Jeffrey Aluotto
Hamilton County Administrator
603 County Administration Building
138 East Court Street
Cincinnati, Ohio 45202
Fax: 513-946-4444

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

- 19. Conflict of Interest.** This MOA does not preclude, prevent, or restrict either Party from obtaining and working under additional contractual arrangement(s) with other parties, provided that such other contractual work in no way impede either Parties ability to perform the Services required under this MOA. Village represents that at the time of entering into this MOA, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract or MOA, which will impede its ability to perform the Services under this MOA.

Village further agrees that it is aware of no financial interest on the part of any officers or employees of the County involved in the development of the specifications or the negotiation of this MOA. Village has no knowledge of any situation involving this MOA which would be a conflict of interest as described herein. It is understood that a conflict of interest occurs when an officer or employee of the County will gain financially or receive personal favors related to the signing or implementation of this MOA.

Village will report the discovery of any potential conflict of interest to the County. Should a conflict of interest be discovered during the term of this MOA, may exercise any right under the MOA, including termination of the MOA.

The terms of this MOA are hereby agreed to by both Parties, as shown by the signatures of representatives of each.

[Signatures are found on the next page.]

In Witness Whereof, the Parties have hereunto set their hands on or about this _____
day of _____ 2024.

Board of County Commissioners,
Hamilton County, Ohio

Date: _____

AMBERLEY VILLAGE, OHIO

Approval as to form:

DocuSigned by:
Robert Deiech
5850B3DC8A9F4F3...

Assistant County Prosecutor

11/21/2024

Date _____

EXHIBIT A
JOB DESCRIPTION

EXHIBIT B
BIWEEKLY TIMESHEET TRACKER

EXHIBIT C
INVOICE FORM

**MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY
COMMISSIONERS HAMILTON COUNTY, OHIO AND
AMBERLEY VILLAGE, OHIO**

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RECITALS

- A. The Village and County wish to enter into this MOA to support and sustain efforts, and to fulfill an objective of the Hamilton County Office of Addiction Response (“OAR”) in addressing the opioid epidemic affecting Hamilton County and its various jurisdictions.
- B. Both the Village and the County aim to formally structure and jointly coordinate multi-jurisdictional activities, resources, and functions of law enforcement and prosecution agencies to combat the opioid epidemic through innovative and creative means.
- C. The County has previously provided in-kind resources and funding to the OAR and intends to provide similar resources once again.
- D. This MOA establishes the terms, conditions, and obligations of the Parties for the shared services of one law enforcement officer to serve as the Cold Case Investigator of the Hamilton County Heroin Task Force (“HCHTF”).
- E. The HCHTF Cold Case Investigator (“Position”) will be selected and employed by the Village and funded by the County through various sources, including but not limited to non-profits, local, state, and/or federal grants, eligible County levy resources, and the Hamilton County General Fund. Total funding from the County General Fund, eligible County levy resources, or other County funding sources shall not exceed One Hundred and Seventy-Five Thousand Dollars and 00/100 (\$175,000) annually.
- F. The purpose of MOA is to codify terms and conditions of the arrangement and obligations of the Parties and to memorialize proper uses and expenditures of in-kind and financial resources.

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January 1, 2026 (“Renewal Terms”) unless funding is no longer available or as otherwise terminated in accordance with the terms herein.

2. **Funding.** Total funding from the County shall not exceed One Hundred Fifty Thousand Dollars and 00/100 (\$150,000) annually. Position is contingent upon Village's willingness to employ Position; the existence of the HCHTF; and a sustainable funding source(s).
3. **Conditions and Uses.** The HCHTF Cold Case Investigator shall be employed by Village and under the direct supervision of the Chief of Police of Amberley Village although Position's day-to-day duties and responsibilities will be assigned to and by the HCHTF. The HCHTF Cold Case Investigator shall perform the duties set forth in the job description attached hereto and incorporated hereto by reference as Exhibit A. County agrees to pay Village for salary, benefits, general office supplies, travel expenses, or other eligible expenses for and in support of the HCHTF not exceed One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000) annually for Renewal Terms of MOA. For subsequent Renewal Terms, Position may be eligible for performance merit increases subject consistent with any increases authorized and determined by the Village for its Police Department.

County will be responsible through payment to Village for wages, ancillary benefits for employment, and applicable State of Ohio law enforcement pension contributions provided Village agrees to maintain at all times throughout the term and performance of the MOA risk management legal and liability insurance, bureau of worker's compensations insurance, and maintain the HCHTF Cold Case Investigator's pension with Ohio Police and Fire Pension Fund. Village also agrees to support the position with necessary sworn police officer equipment, including but not limited to a duty issued firearm and ammunition, bullet-resistant vest, and all gear, supplies, and maintenance associated with a sworn police officer position. If available, an appropriate unmarked vehicle and insurance for said vehicle shall be provided by the Ohio Organized Crime Commission through the Office of the Ohio Attorney General.

4. **Eligible Expenses.** Eligible expenses include costs provided in Section 3. Conditions and Uses and not limited to salary and employee benefits, training, and other employment costs not to exceed One Hundred and Seventy-Five Thousand Dollars and 00/100 (\$175,000) annually for Initial or subsequent Renewal Terms of MOA. Village shall not invoice nor shall the County reimburse shared personnel position expenses for travel time to or from County offices of HCHTF meeting locations.
5. **Reporting Requirements.** HCHTF Cold Case Investigator shall submit monthly reports to the HCHTF Commander and OAR Director, summarizing the efforts and initiatives undertaken by HCHTF Cold Case Investigator in the provision of services to the OAR as defined by MOA. An Amberley Village Task Force Biweekly Timesheet is attached hereto and incorporated by reference herein as Exhibit B.
6. **Billing and Payment.** If applicable based on the funding source, the Village shall submit an invoice with supporting documentation to the OAR Director on a quarterly basis. The

OAR Director will process payment to the Village within sixty (60) calendar days of receiving the invoice.

7. **Reimbursement.** For Eligible Expenses, above and beyond salary and benefits, Village shall submit quarterly invoices to the OAR Director, documenting eligible expenses for reimbursement, a copy of which is attached hereto and incorporated by reference herein as Exhibit C. After approved, the Director will route to the Hamilton County Office of Budget and Strategic Initiatives for payment. Payment shall be remitted upon receipt of an approvable invoice and satisfactorily completed reporting requirements as described in this MOA. County will make payment within sixty (60) days after receipt of an approvable invoice received in accordance with any applicable terms of MOA. The County will only pay for those services authorized under MOA.

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In addition to all other rights and remedies provided by law, equity, or MOA, either Party may terminate MOA for cause after providing 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 MOA; either Party's breach of MOA, or either Party's inability to comply with the MOA.

In the event defaulting that defaulting Party takes substantial steps to correct cause which gave rise to the notice, within seven (7) calendar days of the notice required above, the Party that provided the Notice of Cause, in its sole reasonable discretion, may deem the cause to be void and terminated. In such case, MOA shall continue in full effect. In the event of defaulting Party does not correct or has not taken substantial steps toward correcting such cause to other Party's satisfaction prior to the termination of seven (7) days, Village shall halt performance of Services, except as requested in writing by County. In accordance with the applicable sections herein Village shall prepare a final invoice for payment; Parties shall reconcile final payment with the remaining balance of initial payment; and Party owing other Party shall remit payment within sixty (60) days of reconciled final payment. Village shall not be entitled to any payments from the effective date of termination after County gives Village notice of termination until such time as County determines the increase in costs which it will bear in order complete some or all of the Services and any damages County may suffer as the consequences of any breach of MOA by Village. At such time, County may remit the amount properly submitted less the amount of such increased costs and damages suffered by County. Any amount due and owing from Village to County shall be promptly remitted to County. In

no event shall the total payments made to Village exceed the compensation amounts set forth in Recital E, herein.

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- 11. Conformance to Laws and Regulations.** Village and County shall conform to the requirements of all applicable laws and regulations of the State of Ohio governing the execution of their respective duties under MOA.
- 12. Governing Law.** This MOA and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.
- 13. Assignment.** The Parties expressly agree that Village shall not assign this MOA without the prior written approval of the County. The Village may not subcontract any of the Services agreed to in this MOA without the express written consent of the County. All subcontracts are subject to the same terms, conditions, and represents contained within this MOA. Village is responsible for making direct payment to all subcontractors for any and all Services provided by such contractor.
- 14. Confidentiality Agreements and Statements.** 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.
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16. Lobbying. Village agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

17. Provision of Additional Information. Village agrees to provide additional information, data, reports and documentation as may be requested by the OAR Director from time to time in order for the County to comply with its obligations for any Grant monies utilized to pay MOA funds.

18. Notice. Notices. All notices provided for in this MOA 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 by registered mail or certified mail, return receipt requested, through the United States 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 the County: Jeffrey Aluotto
Hamilton County Administrator
603 County Administration Building
138 East Court Street
Cincinnati, Ohio 45202
Fax: 513-946-4444

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

19. Conflict of Interest. This MOA does not preclude, prevent, or restrict either Party from obtaining and working under additional contractual arrangement(s) with other parties, provided that such other contractual work in no way impede either Parties ability to perform the Services required under this MOA. Village represents that at the time of entering into this MOA, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract or MOA, which will impede its ability to perform the Services under this MOA.

Village further agrees that it is aware of no financial interest on the part of any officers or employees of the County involved in the development of the specifications or the negotiation of this MOA. Village has no knowledge of any situation involving this MOA which would be a conflict of interest as described herein. It is understood that a conflict of interest occurs when an officer or employee of the County will gain financially or receive personal favors related to the signing or implementation of this MOA.

Village will report the discovery of any potential conflict of interest to the County. Should a conflict of interest be discovered during the term of this MOA, may exercise any right under the MOA, including termination of the MOA.

The terms of this MOA are hereby agreed to by both Parties, as shown by the signatures of representatives of each.

In Witness Whereof, the Parties have hereunto set their hands on or about this _____ day of _____ 2024.

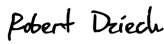
Board of County Commissioners,
Hamilton County, Ohio

Village of Amberley

Date: _____

Date: _____

Approval as to form:

DocuSigned by:

5850B3DC8A9F4F3...

Assistant County Prosecutor

11/21/2024
Date _____

EXHIBIT A
JOB DESCRIPTION

EXHIBIT B
BIWEEKLY TIMESHEET TRACKER

EXHIBIT C
INVOICE FORM

CAPITAL BUDGET 2025					
			FUNDED ?	SOURCE	
POLICE DEPARTMENT					
Night Vision Spotlight for cruisers	\$7,500.00				
Police Radios	\$30,000.00				
MDC Replacement	\$25,000.00				
Movable speed signs	\$15,000.00				
Kitchen remodel	\$15,000.00				
Drone-Paladin	\$49,000.00				Lesser option of \$29,000
	\$141,500.00				
FIRE DEPARTMENT					
Hose	\$5,000.00				
	\$5,000.00	\$0.00	\$0.00		
MAINTENANCE DEPARTMENT					
2025 International truck chasis	\$101,459.00				
Body build for 2025 International	\$117,261.00				
2 ton Asphalt Hotbox	\$30,300.00		\$ 15,000.00	Silverton	
	\$101,459.00	\$0.00	\$0.00		
ADMIN					
		\$0.00	\$0.00		
LANDS & BUILDINGS					
	\$0.00	\$0.00	\$0.00		
OTHER					
Community Garden Shed	\$5,500.00				
	\$5,500.00	\$0.00	\$0.00		
TOTAL:	\$253,459.00	\$0.00	\$0.00		
Capital Fund (4901)*					
Trade in					
Funded by Grants					
BALANCE		\$0.00			
* After annual transfer (based on anticipated unencumbered balance 12/31/2022)					
	Paid	\$0.00			
	Encumbered	\$0.00			
	Remaining	\$0.00	not yet purchased		
		\$0.00			
	Appropriated				
Appropriations needed		\$0.00			