

Subject: RE: Right-to-Know Request No. 2022-245 - Public Records Request (PA-BUTLER-22-1134)
Date: Monday, November 14, 2022 at 10:19:17 AM Eastern Standard Time
From: Butler County Open Records
To: AO Records

EXTERNAL SENDER

**RE: Right-to-Know Request, dated November 4, 2022
Request No. 2022-245**

November 14, 2022

Dear Mehreen Rasheed:

Thank you for writing to Butler County with your request for documents pursuant to the Pennsylvania Right-to-Know Law (“RTKL”).

On November 4, 2022 (note the County was closed Friday, November 11 in observance of Veteran’s Day), we received your request for all records reflecting Butler County’s decision regarding selection of precincts for the hand recount conducted in July 2022 by Butler County.

Your request is granted.

After a good-faith search of records in our possession, the County has identified two documents as responsive, which are available [on the County’s website](#):

July 13 public meeting minutes
July 27 public meeting minutes

Additionally, and as a courtesy, we note that although it falls outside the date range you provided in your request, the document entitled “[Butler County Board of Elections Response to Voters](#),” which is available on the Bureau of Elections’ webpage, may contain information that is relevant to your request.

Because these records are available electronically, there is no charge to you.

Please be advised that this correspondence will serve to close this record with our office as permitted by Law. As always, if you have any questions or concerns, please do not hesitate to contact me at the office. Thank you.

Very truly yours,

Matthew Vickless

Butler County Right-to-Know Assistant

e-mail: openrecords@co.butler.pa.us

phone: 724-284-5413

fax: 724-284-5400

web: www.butlercountypa.gov/

mailing address: County of Butler Right to Know Office, P.O. Box 1208, Butler, PA 16003-1208

From: AO Records <records@americanoversight.org>

Sent: Friday, November 4, 2022 3:29 PM

To: Butler County Open Records <openrecords@co.butler.pa.us>

Subject: Public Records Request (PA-BUTLER-22-1134)

Dear Open Records Officer:

Please find attached a request for records under Pennsylvania's Right-to-Know law.

Sincerely,

Eva Mayanja (she/her)

Paralegal

American Oversight

records@americanoversight.org

www.americanoversight.org | @weareoversight

PRR: PA-BUTLER-22-1134



Butler County Board of Elections

Response to Voters
April 6, 2022

Meeting Purpose

- Board of Elections listened to public comments
- Asked you to submit questions and will provide you with responses to many of the most commonly asked questions
- Both shared perspective and individual comments as we open and close.
- We don't expect this to satisfy everyone tonight nor do we expect this to be an end to our work and discussions together.
- We do expect that you give us the same due respect as we have provided in listening to your perspectives over the last several months.
- Two hour timeframe and will end the meeting promptly at 8.

2020 Election Overview

The 2020 Election, both in local and national terms, was unprecedented in many ways.

- The overall increase in the number of registered voters
- The use of mail-in and early in-person voting as alternatives to precinct voting.
- The level of public scrutiny before, during, and after Election Day.
- The extent to which elections were contested and litigated before and after Election Day.
- The impact of a global pandemic on the election process.

(This is NOT a statement of motive or indictment, simply what was)

IMPACT OF CHANGES IN ELECTION MANAGEMENT

A. Replacement of Election Equipment

- 2016 – learned that Election Equipment was at end of life.
- Worked with the Election Director and staff to explore voting equipment and balloting options.
- Following the 2016 general election, an independent Blue Ribbon Commission recommended the state adopt voter-verifiable (paper) election systems.
- Butler County planned for a 2021 launch to avoid implementing new equipment during a presidential campaign in 2020.
- Then, in November of 2018, Governor Wolf settled a lawsuit with Green Party Candidate Jill Stein’s campaign by pledging to require counties to replace their voting machines before 2020’s election.
- Butler County interviewed and reviewed four different election system providers, inviting judges of elections and poll workers to test the machines and provide feedback. Ultimately chose ES&S’s paper scan system. It was first used in the 2019 general election, just in time to allow election workers to become familiar with the equipment before the presidential election in 2020.

IMPACT OF CHANGES IN ELECTION MANAGEMENT

B. Changes in Election Law

- On **October 30, 2019** the legislature passed Act 77, signed by the Governor.
- Passed in exchange for the elimination of straight-party voting, often benefitting Democrats down ballot.
- Republicans voted for it. Democrats voted against it. Now we are witnessing some Rs apologizing and the Ds defending.

ACT 77 PROVIDED....

- **no excuse mail-in voting,**
New option to vote by mail without providing an excuse, previously required for voters using absentee ballots., joined 31 states.
- **a 50-day mail-in voting period,**
Voters can request and submit their mail-in or absentee ballot up to 50 days before the election, which is the longest vote-by-mail period in the country. (Often ballots aren't certified until 4 to 6 weeks prior)
- **a permanent mail-in and absentee ballot list,**
Voters can request to receive applications for mail-in or absentee ballots for all primary, general and special elections held in a given year Pennsylvania is the 12th state to provide voters with the automatic option.
- **15 more days to register to vote,**
Voter registration deadline is extended to 15 days from 30 days before an election. More time than 24 other states.
- **ballot on demand,**
A voter presenting an application for mail-in or absentee ballot in person at the county board of elections may request said ballot at the same time.
- **and extends mail-in and absentee submission deadlines.**
Voters can submit mail-in and absentee ballots until 8:00 p.m. on Election Day.
- **Authorizes the governor to pursue a \$90 million bond to reimburse counties for 60 percent** of their actual costs to replace voting systems. The new systems have enhanced security to help guard against hacking and produce an anonymous paper record so voters can verify their ballot is correctly marked when casting it. Paper records also allow officials to conduct the most accurate recounts and audits of election results.

ACT 12 ...

In March of 2020 against the backdrop of Emergency Stay at Home orders due to the pandemic, the Legislature passed Act 12, that provided for:

- in-person, same day voter registration,
- surrendering mail-in ballots at the polls to be spoiled, then allowing the elector to vote in-person having signed a statement subject to the penalties relating to unsworn falsification to authorities,
- the prohibition of challenges to applications for mail-in ballots on the grounds the applicant used an absentee ballot application and conversely challenges to absentee applications based on the grounds that the applicant used a mail-in in application,
- pre-canvassing of mail-in ballots beginning at 7 a.m. on election day but prohibiting the publishing or recording of votes prior to closure of the polls,
- Establishment of an election law advisory board,
- a temporary emergency provision to allow for consolidation of polling places by not more than a 60% reduction; relieving the requirement that election officers (poll workers) be electors of the election district in which appointed but instead simply an elector of the county;
- addressing technicalities and deadlines due to the postponement of the primary from April 28 to June 2, 2020. ***Last two provisions expired July 3, 2020.***

IMPACT OF CHANGES IN ELECTION MANAGEMENT

C. Unclear Election Guidance

On August 19, 2020, the Department of State issued Absentee and Mail-In Ballot Return Guidance that:

- said County Boards **“should”** establish a plan and adopt procedures for the return of mail-in ballots and “should” submit it to the Department of State at least 45 days prior to the election,
- said County Boards **“may”** establish multiple ballot return locations where a secure ballot return receptacle “drop box” may be located. In defining security of said receptacles, the language said the board **“must”** ensure a list of procedures all of which then used the word **“should.”**

SUPREME COURT RULINGS

September 17, 2020, the Supreme Court of PA PA Democratic Party VS. Kathy Boockvar and County Boards of Elections

- extended the receipt of mail-in ballot deadline by three days to November 6 for ballots postmarked by 8 p.m. on election day,
- held that Election Code permitted the use of drop boxes,
- agreed that poll watchers must live in the County where they serve,
- ruled election boards did NOT have to notify mail-in or absentee voters whose ballots contained minor defects to allow them to cure the errors,
- removed Green Party candidate Howie Hawkins from the ballot clearing the way for a ballot to be certified and printed by counties.

IMPACT OF PANDEMIC

- Many judges of elections and poll workers chose not to work the polls in 2020, leaving the County staff and Board of Elections (County Commissioners) rushing to fill poll worker positions in both the primary and general elections.
- Further, many polling places either would not or could not confirm use of their facilities. A total of nine (9) polling places had to be relocated requiring compliance inspections, public notices including mailers to all affected voters, and extensive logistics coordination.
- Training was adapted to include management of election sites under CDC and PA Department of Health COVID-19 mandates and guidelines. This was done against the backdrop of processing the high volume of mail-in ballot requests.

IMPACT OF AN INTENSE PRESIDENTIAL RACE IN A SWING STATE

- ***HIGH VOLUME OF CALLS AND ACCUSATIONS***
- ***THIRD PARTY MAILERS***
- ***SOCIAL MEDIA & FOREIGN COUNTRY DISRUPTIONS***
- ***POLL WATCHERS DEPLOYED LIKE NEVER BEFORE***

SIMPLE RESPONSES

- **Question:** *Have the Commissioners given consideration to reconvening the Election Review Commission?*
- **Response:** *No – We will continue to pursue the recommendations and to share the report widely. It is currently being used by the PA Senate Committees and seems to be getting some attention.*

SIMPLE RESPONSES

- **Question:** *How many drop boxes does the County intend to utilize during the upcoming primary election and what will be done to monitor those drop boxes?*
- **Response: None** – *The County has been supported in its decision NOT to use drop boxes. We did have a monitored ballot return station in the lobby during 2020 to reduce the long lines that formed. But, we have not found that to be necessary since. We would do it if deemed necessary.*

SIMPLE RESPONSES

Question: *Because of various problems associated with the 2020 general election, will you commit to preserving all election data and ballots indefinitely so that they remain available for subsequent audit, investigatory and/or review purposes?*

Response:

- *Federal law requires that we retain all federal election records for 22 months from the date of any general election where a federal office is on the ballot.*
- *State law (25 P.S. Sec. 3146) requires that we retain these types of documents (including ballots, absentee/mail-in materials, applications, and nomination certificates & papers) for two (2) years.*
- *Butler County follows a practice where we double the minimum time. **In other words, we would be retaining most of the records from the 2020 General Election for four years.***

SIMPLE RESPONSES

Question: *Who actually owns the voting machines? Were they purchased with County taxpayer dollars or were they purchased utilizing federal and state grants or other funds?*

Response: *Butler County owns the voting system. It was purchased initially with County reserve funds then subsequently reimbursed through provision in Act 77 authorizing the Governor to pursue \$90 million bond to reimburse Counties 60%. Additional HAVA funds brought the total reimbursed to \$926,572.23.*

Total Cost of system with equipment purchased in both 2019 and 2020:

\$1,142,170.00

\$ 926,572.23 Reimbursed by the Commonwealth

\$ 215,597.77 From County Capital Fund

OVERALL COST OF ELECTIONS

- The Elections budget has grown from:

\$551,364 in 2019

to

\$870,870 in 2021

SIMPLE RESPONSES

Question: Has there been any evidence of intentional fraud in Butler County that the Board of Elections has been able to investigate or found to be credible/substantiated?

Answer: *We conducted three investigations, one related to a notification by the state of Florida of an irregularity with a specific voter. The other two were both related to reports of alleged misconduct in Clearfield Township.*

- In the first, a judge of elections was accused of not using provisional ballots or sworn affidavits for voters who were surrendering their ballots at the polls to vote in person. District Attorney's office findings were inconclusive due to a lack of cooperation by participating parties. The individual, at the solicitor's request, voluntarily resigned.*
- The second related to a write-in campaign for judge of elections in which there was a mistake made in the computation process in which the computation board misspelled his name. The election bureau did not award the position since there was not voter in the district with that spelling. Upon discovery by the nominee, the computation board was notified and awarded him the position. The Board of Elections requested an investigation by the DA. Written response from the DA.*

2020 Ballots and the US Postal Service

Question: *Was there any resolution of the lost ballot issue which was reported by the US Postal Service in the 2020 general election and if so what was it?*

Response:

- *Postal Service investigation launched because of notice received from the Department of State re: slow delivery of ballots in both York and Butler Counties as reported also by the Governor and his wife.*
- *Met with two special agents from the State Attorney General's Office along with a representative of the US Postal Service Inspector General's Office*

2020 Ballots and the US Postal Service

Question: *Was there any resolution of the lost ballot issue which was reported by the US Postal Service in the 2020 general election and if so what was it?*

Response:

- *Postal service appointed a specific person to work with the Butler County Election Bureau on any issues*
- *Postal service stopped sending ballots to Pgh for processing and instead they were postmarked and run through Butler only*

Inactive Voters Added back to voter rolls

Question: *How and why were names of deceased and/or inactive voters added back on to the rolls of Butler County voters in the fall of 2020?*

Response:

- *On June 17th, as noted in the data records, a clerk, in an attempt to make inactive voters who had not voted in the prior two presidential elections inactive, inadvertently entered an incorrect parameter that actually reactivated as many as 6000 voters who had been inactive back to 2004. It was explained to us that there was no single action to “undo” that move or to correct it. The files had to be individually corrected as found. Good news is that we ran a query and found that only 8 voted. This action artificially inflated the voter rolls.*

Subtracted Votes

Question: *In emails released via a right-to-know request, there was mention of votes being subtracted during the 2020 November election. Please provide the circumstances regarding that observation*

Response:

- *On the afternoon of November 23rd, the day final certification was due, the election director came to our offices to report a problem with the final report noting that the total was less than a report generated on or about November 13th. The vote total was off by 266 votes.*
- *Using the email that Mr. White sent us, I was able to look at count estimates and suggest that perhaps a flash drive with one a specific voter category may not have been loaded? (I.E. military ballots/problem ballots/re-makes).*
- *The election director contacted ES&S and worked through the remainder of the afternoon and evening to correct the problem. We asked for a response from ES&S as to how this could occur. (BOC read the document from ES&S)*

Subtracted Votes

Question: *In emails released via a right-to-know request , there was mention of votes being subtracted during the 2020 November election. Please provide the circumstances regarding that observation*

Response:

- *ES&S responded with a formal letter on January 18, 2021 after they reviewed the system's event logs.*
- *Good news is that reconciliation caught it.*
- *Not so good news is that we don't have good reconciliation procedures in place as yet and are looking to do an analysis of that during this election cycle if possible to establish a very clear and recorded reconciliation process.*

2021 General Election Results Reporting Delay

Question: *Why did the Butler County Bureau of Elections withhold election results until all returns were in on the night of the 2021 General Election?*

Response:

- *The predetermined plan was to attempt to load the mail-in ballot results simultaneously with each precinct as they came in. This was to avoid the big mystery surrounding the “mail-in” results in 2020 and to be able to show each precinct as complete.*
- *Unfortunately there was a gross underestimate of the help that would be needed to complete the count in this manner in time to be done prior to or near to 8 p.m.*
- *While the Board of Elections was told at 8:15 p.m. that we were on target, we subsequently learned that in order to report those results, they would have to stop counting for approximately 30 minutes in order to download the results from the machines. Without consulting the BOE, the decision was made not to load any results until the counting was complete. The BOE had no information and heard only media reports. We have discussed the upcoming election with staff and are working to provide the resources needed to complete the count in time to load the results simultaneously as was planned for 2021.*

Other Questions to be addressed

➤ *IP Addresses*

➤ *Precinct Scanner Tapes*

Changes in Procedures

Question: *What changes have been made to the election process since the 2020 election?*

Response:

- *Added 2 Full-Time Staff; One specifically to serve judges and polling places.*
- *The use of planning and management software for scheduling, communication, tracking of equipment, equipment delivery, etc.*
- *More deliberate announcements and access to the logic and accuracy testing*
- *The planned hiring of supports for Right-to-Know requests*
- *Expanded support for Judges and poll workers to improve communication modes and access to real-time information*
- *Improved estimates in the ballot counts for polling places*
- *Security measures related to chain of custody of ballots (requires two people to deliver ballots to post office)*

Changes in Procedures

Question: *What changes have been made to the election process since the 2020 election?*

Response:

- *Specific log-in IDs assigned to users of Electionware system*
- *Scanning and attaching mail-in ballot applications to the voters file for verification purposes*
- *Changes in records retention procedures*
- *Office/building space upgrade underway to improve access and security*
- *Live stream video available in the mail-in/absentee ballot tabulation room*
- *Changes to procedures for write-in verifications to prevent the issue that occurred in the case of Clearfield Township Judge of Elections.*

Actions and Next Steps

Are you willing to take action to improve voter confidence in our county election process? If so what specific actions are you considering undertaking?

- **Voter rolls and SURE system**
- **Staff support and safety**
- **Continuous evaluation of procedures/improvement particularly from election day through certification**
- **Continued research/listening**
- **Continued legislative advocacy**
- **Continued evaluation of voter system**
- **Improve communication and customer service always**
- **Improved access and visibility**
- **Use of the expanded 2% Audit as recommended by our Commission in the upcoming election in a manner that is accessible to the public and voters**

BUTLER COUNTY BOARD OF COMMISSIONERS
Public Meeting
Wednesday, July 13, 2022
10:00 AM

AGENDA

I. CALL MEETING TO ORDER

II. MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT ON AGENDA ITEMS

IV. APPROVAL OF MINUTES

- June 22, 2022, Public Meeting

V. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation: Parks and Recreation Month - July 2022

VI. OLD BUSINESS

VII. BOARD OF ELECTIONS

VIII. NEW BUSINESS

A. Court Administration

1. Approval of a Statement of Work with CDI BTM for Adult Probation contract changes as follows:
 - a. Software license increase from \$375/month to \$400/month for each of the 39 licenses.
 - b. \$1,000 LSCMI, new yearly support charge, for Adult Probation's offender assessment tool used to evaluate risk/needs levels for appropriate supervision. MHS (the assessment tool's vendor) causes BTM/CDI to perform a lot of support within the Adult Probation Case Management software, so this yearly charge has been added.

B. Elections

1. Ratification to submit Notice of Intent to apply for Election Security Grant Funds.

C. Treasurer

1. Approval for the County to acquire the MUNIS Cash Management Module with Tyler Technologies for use in the Treasurer's Office. The one-time fee is \$30,746 with a recurring fee of \$4,016, with authorization for the Chairman to sign.

D. Facilities & Operations

1. Approval of an Order Form with The Verdin Company for repairs to the Clock Tower in the amount of \$22,515 (equipment - \$16,495/labor - \$6,020), with authorization for the Chairman to sign.

E. Human Services

1. Approval of an agreement between BHC Advanced Services, Inc. and Butler County Human Services for the period 7/1/22 - 6/30/23. This contract funds the Butler County Mental Health Department Forensic Services Manager position to a maximum amount of \$95,025 annually.
2. Approval of the following contract amendments for FY 2021/22:
 - a. Catholic Charities Amendment #1 - adjust the following:
 - o Reduce Emergency Shelter by \$13,462
 - o Reduce Rental Subsidy by \$3,232
 - o Reduce Winter Housing Services by \$23,880
 - o Increase Case Management by \$105,574
 - b. Milestone Amendment #2 - add \$519,986 for ARPA Emergency Kits funding.

F. Human Services - Area Agency on Aging

1. Approval for the renewal of the Home Support Services and Personal Care Services contracts with Community Resources for Independence for the period 7/1/22 - 6/30/23. There is no rate increase; there are no County funds involved; payment will be made out of the Aging Block Grant. Rates are as follows:
 - o Personal Care Contract: \$26.41/hour
 - o Home Support Contract: \$25.99/hour - basic/\$29.59/hour - intermediate
2. Approval to reappoint the following board members for an additional three-year term (7/1/22 - 6/30/25):
 - o Margaret King
 - o Rick Kremer
 - o Bob Lutz
 - o Charlotte Lutz
 - o Sue Murray

G. Information Technology

1. Approval to enter into a contract with CDI for Network Penetration Testing with Vulnerability and Gap Assessments for a total cost of \$36,060, with authorization for the Chairman to sign.
2. Approval of an annual Agreement with Tyler Technologies to provide training services for our MUNIS financial system in the amount of \$13,500 for 15 days of flex training, with authorization for the Chairman to sign.
3. Approval of a Letter of Understanding with CDW to purchase Microsoft Full Enterprise Agreement renewal in the amount of \$197,668.66, with authorization for the Chairman to sign.
4. Approval of a Letter of Understanding with CDW to purchase Microsoft set-up from Office 365 to Microsoft 365 in the amount of \$99,687.50, with authorization for the Chairman to sign.

H. Parks & Recreation

1. Approval of Resolution No. 2022-15, wherein the County of Butler agrees that it will be bound by the terms and conditions of the Land and Water Conservation Fund.

I. Planning - Bridges

1. Approval of the Reimbursement Agreement with PennDOT for the replacement of County Bridge #70, the Neigh Wadsworth, on Geibel Road in Summit Township, with authorization for the Chief Clerk to sign the agreement and any addendums and/or exhibits. This bridge is 100% federally funded, except the purchase of Right of Way.
2. Approval of Resolution 2022-14, authorizing Lori Altman, Butler County's Chief Clerk, to electronically sign any future addendums and/or exhibits, after Commissioners' approval.

J. Planning - CDBG

1. Approval of an amendment to a Cooperation Agreement between the County of Butler, the Townships of Jefferson, Penn, Slippery Rock and Summit, and the Redevelopment Authority of the County of Butler, to change the deadline date on the housing rehabilitation program funds using 2020 CDBG-CV funds from 7/1/22 to 12/31/22. This is due to an extension recently granted by DCED.
2. Approval to submit a CDBG-CV grant application to DCED for assistance for the Marion Township (Boyers) sewer project in the amount of approximately \$4 million. This is a competitive grant and there are no guarantees we will receive any funding. The application is due to DCED on 8/1/22, with authorization for the Chairman to sign all the applicable documents.
3. Approval of Resolution No. 2022-13, which is to file for the 2023 CDBG-CV (Covid) competitive funding for Marion Township sewer system. The application is due to DCED by 8/1/22.
4. Approval to readopt the Citizens Participation Plan to include the new CDBG entitlement of Jackson Township. The Plan is a federal requirement on how we hold our public hearings to allow for citizen participation on CDBG, HOME and ESG related issues. The rest of the plan remains the same as approved on 4/29/20.
5. Announcement that the Section 504 Officer for the County of Butler is Chief Clerk, Lori Altman. This ensures that all County properties are ADA compliant and investigates any complaints of non-compliance. No action is needed.

K. Commissioners

1. Approval of Addendum to a Printing Agreement with Minuteman Press, for the three-year period 7/1/22 - 6/30/25, which includes a 6% increase of costs, effective 7/1/22.
2. Ratification of the firm name change to Gabriel Fera P.C.

IX. APPROVAL OF BUDGETARY TRANSFERS, RATIFICATION OF PERSONNEL TRANSACTIONS, TRAVEL REQUESTS, REQUISITIONS AND CHECK REGISTER

X. CONFERENCE TIME WITH MEDIA

XI. PUBLIC COMMENT ON GENERAL ITEMS

XII. ADJOURNMENT

BUTLER COUNTY COMMISSIONERS' MEETING SCHEDULE

NEXT PUBLIC MEETING: **Wednesday, July 27, 2022, at 10:00 a.m.**
Public Meeting Room, 1st Floor Government Center
Public Meeting Calendar is available online at <https://www.butlercountypa.gov>

NOTE: Agenda is subject to change due to unforeseen circumstances.

BUTLER COUNTY BOARD OF COMMISSIONERS

Public Meeting

Wednesday, June 22, 2022

10:00 a.m.

MINUTES

PRESENT:

Chairman Leslie Osche
Commissioner Kimberly Geyer
Commissioner Kevin Boozel
Lori Altman, Dir. Human Res./Chief Clerk
Ann Brown, Budget & HS Finance Director
H. William White, III, Solicitor
Lori Shah, Admin. Assistant
Pam Hammonds, Admin. Assistant
Matthew Vickless, Commissioners' Office
John Campbell, Facilities & Operations
Mary Lou Cypher, Controller's Office
Mark Gordon, Planning
Beth Herold, AAA
Sheryl Kelly, Planning
Brandon Savochka, Human Services
Lance Welliver, Parks & Recreation

MEDIA:

Alex Weidenhof, Butler Eagle

VISITORS:

Kathy Allen, Clinton Twp.
Karen Barbati, Lancaster Twp.
Mike Chopp, Center Twp.
Carol Christner, Clinton
Becky Clouse, Butler Collaborative
Matt Cornetti, Clinton Twp.
Steve Crawford, East Butler Boro
Bill Duncan, Clinton Twp.
Jean Duncan, Clinton Twp.
Erik Edwards, Penn
Jenna Fleeger
Kimberly Hall, Forward
Donna Hensel, Connoquenessing Twp.
Bailey Jackson
Chris Justi, Jefferson
Ashley Kohley, Clinton Twp.
Lisa Lema, Worth
Lisa LeViere
Liz LeViere
Margaret LeViere
Carrie McEvoy, East Butler Boro
Brooklyn Peters
John Petrus, Zelenople
Barbara Rader, Franklin Twp.
Jim Smith, Butler Collaborative
A. J. Snow
Daisy Snow
Joshua Strelbicki, Butler Collaborative
James (Fran) Tassej
Nina Teff, Butler Twp.

CALL MEETING TO ORDER

The regular public meeting of the Butler County Board of Commissioners was called to order by Chairman Leslie Osche at 10:06 a.m. on Wednesday, June 22, 2022, in the Public Meeting Room, 1st Floor Government Center.

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

A moment of silent prayer was observed, followed by the Pledge of Allegiance.

PUBLIC COMMENT ON AGENDA ITEMS

Steve Crawford spoke regarding Item A under Board of Elections, EasyVote Solutions Addendum.

APPROVAL OF MINUTES

Chairman Osche called for a motion to approve the June 8, 2022 Public Meeting minutes.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

PROCLAMATIONS AND PRESENTATIONS

- National Dairy Month – June 2022
- Bill Duncan, Clinton Township Planning Commission Member for 44 Years
- 14th Annual Butler Collaborative for Families, July 14, 2022

OLD BUSINESS

None

BOARD OF ELECTIONS

- A.** Solicitor Wil White requested approval of the EasyVote Solutions Addendum, a database management module, for the period 7/1/21 – 6/30/22 in the amount of \$9,420; and for the period 7/1/22 – 6/30/23 in the amount of \$16,340.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

NEW BUSINESS

A. Facilities & Operations

1. John Campbell requested approval of an Agreement with Croll's Mills Auctions for the 2022 Countywide Auction being held on October 1, 2022, at 9:00 a.m. Terms include 8% commission, \$12/hr. labor fee for two individuals; and \$800 estimated cost for advertisement, with authorization for the Chairman to sign.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. John Campbell requested approval of a design fee proposal with Curran Taylor, Inc. for the N. Duffy Road kitchen design in the amount of \$3,500, with authorization for the Chairman to sign.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

B. Human Services

1. Brandon Savochka requested approval of the following contract amendments for FY 2021/22:
- a. ARC Human Services Amendment #1 – increase MH Residential Service for \$70,000 and change to Fee-for-Service with Cost Settlement.
 - b. CCC Amendment #2 – add \$8,000 to Homemaker Chore for a new maximum of \$68,000; add \$19,000 to Camp Apple for a new maximum of \$49,000.
 - c. Glade Run Amendment #3 – add one-time Heritage Outpatient Center Expansion of \$50,000; decrease Forensic Support Services by \$25,000; decrease Blended Case Management by \$25,000.
 - d. Grapevine Amendment #2 – add \$880 to Housing Engagement Support Program; add \$5,500 to Consumer Satisfaction Team – MH; add \$55,800 to Drop-In Center.
 - e. Lighthouse Amendment #1 – add \$80,000 to Case Management for a new program maximum of \$97,600.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. Brandon Savochka requested approval to enter into an Agreement with the Pennsylvania Department of Human Services to participate in the Medical Assistance Transportation Program and enter into a contract with Alliance for Nonprofit Resources to provide the services.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

C. Human Services – Area Agency on Aging

1. Beth Herold requested approval for the renewal of the Home Support Services and Personal Care Services contracts with the Providers listed below for the period 7/1/22 – 6/30/23; there are no County funds involved; payment will be made from the Aging Block Grant; there is no rate increase. Rates of each contract are as follows: Personal Care Contract: \$26.41/hour; Home Support Contract: \$25.99/hour-Basic; \$29.99/hour-Intermediate.
 - a. Anova Health Care Services, Inc.
 - b. BeHome Partners, Inc.
 - c. Cambridge Home Health Care, Inc./Private dba Cambridge Home Health Care
 - d. Helping Hands Home Care Services, Inc.
 - e. Hamley Corporation dba Right at Home
 - f. Stay at Home Quality Care LLC
 - g. NonProfit Development Corporation, Inc. (Home Support only)

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. Beth Herold requested approval to enter into Professional Service Agreements with Information Age Technologies, Inc. for the following. Each of these subscriptions are needed to import specific data into the State's SAMS database for the PA Department of Aging to review. The agreement term is 7/1/22 – 6/30/23 for each subscription. The consultant agreement term begins 7/1/22 with no end date (30 day termination clause – contract can be terminated by either party). There are no County funds involved; payment will be made from the Aging Block Grant.
 - a. CoPilot Annual Subscription for Senior Centers – 2 Agreements (no rate increase)
 - * Agreement #1 – Butler and Cranberry, \$1,690/per center per year
 - * Agreement #2 – Satellite Centers – reduced rate \$800/per center/per year (Chicora, Evans City, Mt. Chestnut Slippery Rock and SouthEast)
 - b. CoPilot Annual Home Delivered Meals Software Subscription (no rate increase)
 - * 250 – 500 Consumers - \$500/month
 - * 500 – 700 Consumers - \$750/month
 - c. CoPilot Pro21 Software Subscription - \$1,100/month (increase of \$100/month)
 - d. Consultant Agreement - \$120/hour (increase of \$10/hour), as needed

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

3. Beth Herold requested approval to enter into a Professional Service Agreement with Alliance for Nonprofit Resources for the Shared Ride Transportation Program for the period 7/1/22 – 6/30/23 (see attached rate schedule). There are no County funds involved; payment will be made from the Aging Block Grant.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

4. Beth Herold requested approval for the meal service contract renewal with The Nutrition Group dba Pittsburgh Companies North, Inc. for the period 7/1/22 – 6/30/23. There is no rate increase, at this time; there are no County funds involved; payment will be made from the Aging Block Grant.

Rates are as follows:

- a. Congregate Lunch - \$4.75/meal
- b. Enhanced Congregate Meal - \$10.49/meal
- c. Frozen Home Delivered Meal - \$4.75/meal
- d. Shelf Stable HDM - \$4.08/meal
- e. Special Projects not to exceed - \$100,000

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

5. Beth Herold requested approval of a PODS Rental Agreement for a 16' commercial container for storage of the senior center kitchen equipment. The POD location is to be at 206 McCune Drive, Butler; the agreement will start on 6/22/22; there are no County funds involved; payment will be made from the Aging Block Grant, with authorization for Beth Herold to sign. The terms of the agreement are as follows:

- a. 6-Month Minimum Rental
- b. Container Delivery - \$147.50
- c. Final Pick-Up - \$147.50
- d. Container Only Protection - \$10/month
- e. Monthly Rental - \$160/month

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

D. Parks & Recreation

1. Lance Welliver requested approval to enter into an Agreement with Pashek+MTR for professional services for the DCNR funding restroom project at Alameda Park, in the amount of \$47,500, pending Solicitor approval.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

E. Planning – Food Program

1. Sheryl Kelly requested approval of a Notice of Assignment which states that Community Partnership, Inc. will be the State Lead Agency for Butler County's Food Program beginning 7/1/22.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. Sheryl Kelly requested approval of the Food Service Agreement assigning the administration of the County's food program to Community Partnership, Inc., 127 S. Main Street, Butler, for the period 7/1/22 – 6/30/24.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

3. Sheryl Kelly requested approval of a Space Lease Agreement leasing space to Community Partnership, Inc. for the food warehouse at Building 9 for \$250/month, on a month-to-month basis, with a 30-day notification of termination.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

4. Sheryl Kelly requested approval of an Equipment Use Agreement permitting Community Partnership, Inc. to use and maintain equipment owned by the food program, for the operation of the program until such time as the Lead Agency no longer manages the Butler County Food Program.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

APPROVAL OF BUDGETARY TRANSFERS, RATIFICATION OF PERSONNEL TRANSACTIONS, TRAVEL REQUESTS, REQUISITIONS AND CHECK REGISTER

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

CONFERENCE TIME WITH MEDIA

PUBLIC COMMENT ON GENERAL ITEMS

The following individuals spoke briefly with regard to elections: Steve Crawford, Erik Edwards and Kimberly Hall.

ADJOURNMENT

There being no further business, Chairman Osche called for a motion to adjourn. Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously. The meeting adjourned at 11:21 a.m.

Respectfully submitted,

Pam Hammonds
Recording Administrative Assistant
Approved: _____

BUTLER COUNTY COMMISSIONERS' MEETING SCHEDULE:

NEXT PUBLIC MEETING: Wednesday, July 13, 2022, at 10:00 a.m.
LOCATION: Pubic Meeting Room, 1st Floor, Government Center

Public Meeting Calendar is available online at <https://www.butlercountypa.gov/>

NOTE: Agenda is subject to change due to unforeseen circumstances.

Butler

Statement of Work

Effective date of contract: 6/20/2022

**CDI BTM
PO Box 7017
Pennel, PA 19047
717-214-4483**

Butler Statement of Work

Page 1 of 11

Document Control

Change Record

| Date | Author | Version | Change Reference |
|-------------|---------------|----------------|--------------------------------------------------------------|
| 09.10.2018 | Brian Steuhl | 1 | Original |
| 12.14.2018 | Brian Steuhl | 2 | 2.3 Contract Terms Cost per user over 40; Mobile Application |
| 12.23.2020 | Brian Steuhl | 3 | Collections Service |
| 07.14.2021 | Brian Steuhl | 4 | DTN Service |
| 06.20.2022 | Brian Steuhl | 5 | License Fees/Add-on Services |

Distribution

| Date | Name | Position/Organization |
|-------------|-------------|------------------------------|
| 09.10.2018 | Doug Ritson | Chief Probation Officer |
| 12.14.2018 | Doug Ritson | Chief Probation Officer |
| 12.23.2020 | Doug Ritson | Chief Probation Officer |
| 07.14.2021 | Doug Ritson | Chief Probation Officer |
| 06.20.2022 | Doug Ritson | Chief Probation Officer |

Legal Notices and Terms of Use

BTM Software Solutions, LLC, hereby known as BTM and Corrections Development Inc., hereby known as CDI, has prepared this document specifically for the County of Butler, hereby known as Butler. The contents of this document are confidential and proprietary to BTM, CDI and Butler. The contents are intended for use by Butler to evaluate this Statement of Work, and may not be used in any other manner without the prior written approval of BTM and CDI.

All products or names listed are Registered Trademarks and Trademarks of their respective holders.

**Adult Probation Application
Statement of Work
Butler**

Executive Summary

Summary of Project Approach

Review of BTM & CDI Roles and Responsibilities

Review of Butler Roles and Responsibilities

Contract Terms for the Engagement

Project Scope

Roles and Responsibilities

Butler Project Team Responsibilities

BTM & CDI Responsibilities

Contract Terms

Signature Block

Appendices

Appendix A: Project Change Control Procedure

Statement of Work Butler

This Statement of Work will contain three major sections:

- (1) An Executive Summary that provides a summary of major contract points in a concise format;
- (2) Contract Terms for the Engagement;
- (3) The Appendices provide detailed information in support of other contract terms.

1 Executive Summary

This section outlines the methodology BTM, CDI and Butler will employ for this engagement, along with the scope of the project, a description of the project deliverables, and responsibilities for all parties.

1.1 Summary of Project Approach

At a high level, the overall project approach will consist of the following components. Detailed descriptions will be provided in Project Scope of Work:

Modifications of current AP Application deployed in PA Counties
Implementation of AP Application and Services
Maintenance of AP Application and Services
Support of AP Application and Services

1.2 Review of BTM & CDI Roles and Responsibilities

This section outlines the responsibilities of BTM & CDI.

- BTM & CDI will assign a project manager that will govern the project.
- BTM & CDI will conduct the work in an efficient and timely manner.
- BTM & CDI will provide ongoing support and maintenance of the system.
- BTM & CDI will provide additional support/development as requested by Butler which falls outside this SOW at a rate of \$150 per hour or an agreed upon project rate. The stated rates are valid through the first full year of contract (December 31, 2022)
- Jim Beck and Brian Steuhl have fingerprints on file with Pike County Court of Common Pleas and background checks are conducted in accordance with Pennsylvania State Police guidelines. Both have signed the CLEAN Security Awareness Training and the Federal Bureau Investigation Criminal Justice Information Services Security Addendum.

1.3 Review of Butler Roles and Responsibilities

This section summarizes Butler's responsibilities.

- Butler will provide access to their network for installation of software and ongoing support and maintenance. Access should consist of two user accounts, one for BTM and one for CDI.
- Butler will provide a server sufficiently configured to support the software application and all services. Minimum server requirements will be provided by BTM & CDI.
- Butler will provide a back-up schedule/plan for AP Data and Services
- Butler will provide detailed information when requesting additional enhancements. Enhancements outside this SOW and contracted support will require the purchase of additional support upon request of Butler.
- Butler will submit all payments invoiced upon successful implementation of AP Application and Services and upon each contract renewal - Net 30 Days

2 Contract Terms for the Engagement

2.1 Project Scope

This engagement will focus on the following high-level activities:

| # | High-Level Activity | Scope Description |
|----|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Modifications | Will consist of making changes to the current AP Application to meet the needs of Butler County <ul style="list-style-type: none"> • Additional data elements needed for PSI and reports • Butler PSI and other currently used Butler Reports • Implement LS/CMI |
| 2. | Implementation | Will consist of deploying the Adult Probation application on Butler County Server, data migration from current RMS to AP Application, JNET ER2P reporting, JNET CCE for case initiation, JNET Notifications, Pro-Text, Pro-Communication, Pro-Track and staff training. |
| 3. | Maintenance | Will consist of daily, weekly checks of AP Application and Services when necessary. |
| 4. | Support | Will consist of answering end user questions, training as requested which will be delivered via web sessions, and any issues that may arise over the course of contract period that impact the use of the AP application or Services. |

2.2 Roles and Responsibilities

2.2.1 Butler Project Team Responsibilities

The following table identifies various roles and responsibilities for the project.

| Role | Description | Name |
|---------------------------|-----------------------------------------------------------------------------------------------------------|------|
| Butler Project Manager(s) | The Butler Project Manager is responsible for overseeing the progress of the AP Application and Services. | TBT |

2.2.2 BTM & CDI Responsibilities

Prior to the delivery of any products or services defined in this Statement of Work, BTM & CDI will designate a Project Manager who will serve as the primary point of contact for all communication. The Project Manager will also have the final authority in all issues/items requiring clarification on behalf of BTM & CDI.

| Role | Description | Name |
|------|-------------|------|
| | | |

| | | |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| BTM Project Manager | The BTM Project Manager is responsible for overseeing the implementation of JNET ER2P, JNET CCE, ProTrack, ProText and ProCommunication | Brian Steuhl bsteuhl@btmsoftwaresolutions.com 908-421-0742 |
| CDI Project Manager | The CDI Project Manager is responsible for overseeing the implementation of the AP application and JNET Notifications. | Jim Beck jbeck@corrdev.com |

2.3 Contract Terms

These contract terms and fees are valid through Dec 31, 2022.

Butler County (39 Users) has chosen Option 3: Maintenance and Support Cost for 2022 is \$16,106.00 for AP Application, Pro-Text and Pro-Communication services, DEX and Collection Reminders and 5 Vendor Licenses. \$12,244.00 in credits, user discounts and discounts applied with 150 offenders enrolled in ProTrack/ProMobile each invoice year totalling 1800 credits.

Per User Licenses Pricing:

0 - 29 Licenses \$400.00
30-39 Licenses (\$400 * 5.0%) = \$380.00
40-49 Licenses (\$400 * 7.5%) = \$370.00
50-59 Licenses (\$400 * 10.0%) = \$360.00
60 + Licenses (\$400 * 12.5%) = \$350.00

With ProTrack/ProMobile Services minimum 1800 credits additional 20% per user License Price:

0 - 29 Licenses (\$400.00 * 20%) = \$320.00
30-39 Licenses (\$380.00 * 20%) = \$304.00
40-49 Licenses (\$370.00 * 20%) = \$296.00
50-59 Licenses (\$360.00 * 20%) = \$288.00
60 + Licenses (\$350.00 * 20%) = \$280.00

Butler County

(39 Licenses * \$304.00) + \$750 Forms/Report Support = \$12,606.00

Cost for Read-Only Access AP License Only:

Judges/Probation Employees - \$0
1 Read-Only for 911 - \$0
1 Read-Only for Clerk of Courts = \$0

Optional Services:

\$4,000 year/Pro-Communication Services (custom text & automated reminders)
\$500 year/Mobile AP Application unlimited users
\$50 year per user license for AP Law Enforcement (AP LE) Mobile Application for Non-Court Employees (Sheriff, Local LE, etc)
\$2,000 year/Probation/Pretrial Court Reminders - Reminders for individuals active in AP.
\$3,500 year/CP-MDJ Court Reminders - Active AP Cases + Non-AP cases
\$3,500 year/Collection Notices: Notices for individuals past due on required payment
Active Supervision and Collection Cases
\$1,000 year/AOPC Data Exchange (DEX) Service
\$1,000 year/LSCMI Assessment Web Service Support with MHS
\$25 One Time Enrollment Fee and \$8 monthly fee for Drug Test Notification Service per Enrollee - *DTN service to begin June 1, 2021*

Costs do not include Oracle Database Software or Minimum Server requirements.

The contract will then renew each year beginning January 1.

No additional or extra services shall be performed and no additional or extra goods shall be provided without the written consent of the County.

The County shall have the right to terminate this Agreement on thirty (30) days written notice to the provider. If the provider is terminated by the County, the provider will be paid for undisputed goods furnished by the provider and for undisputed and verified expenses in the event of early termination by the County, the County shall be entitled to a pro-rated refund of any amounts paid in advance for services under the Agreement.

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The venue for any disputes involving this Agreement shall be in the Court of Common Pleas of Butler County, Pennsylvania.

The County is exempt from Federal Excise Tax and Pennsylvania Sales Tax, therefore these taxes shall not be charged to the County.

The County approves all agreements and contracts at public meetings. All agreements and contracts are public information to the extent required by the Right-to Know Act.

This agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof.

No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the parties.

Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provisions which can be given effect without the conflicting provision or clause.

The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors and assigns. Neither party shall assign this Agreement without the express written consent of the other.

3 Signature Block

BTM Software Solutions, LLC

X

Brian R. Steuhl
President

Dated

Corrections Development Inc.

X

James Beck
President

Dated

Butler County

X

Chair, County Commissioners

Dated

Butler County

X

County Commissioners

Dated

Butler County

X

County Commissioner

Dated

4 Appendices

4.1 Appendix A: Project Change Control Procedure

If a change is rejected, the reason for rejection is recorded with the Change Request. At any point within the project, the scope will be as defined in the Statement of Work plus approved change requests.

Records of all Change Requests will be maintained by the BTM Project Manager, which will ensure that records are current and available for project status meetings.

Notice of Intent - Requesting Election Security Grant Funds

Please accept this signed notice as evidence of the intent of Butler County to request and accept Grant Funds pursuant to the Consolidated Appropriations Act of 2020 (Public Law 116-93), to “make payments to states for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, and 104 of [HAVA].” I understand these funds must be used for permissible expenditures occurring between March 16, 2022 and September 30, 2023, and preferably for expenditures related to the 2022 elections. Funds must be used for measures such as:

- Personal computers that meet the required specifications to access SUREVote
- Mobile devices or other tokens necessary to conform to the Commonwealth’s Multi-factor Authentication standard.
- Physical security devices to protect critical election infrastructure
- Monitoring and detection tools to identify and/or mitigate threats to the counties’ elections infrastructure

In signing below, I certify that I have the authority to contract on behalf of

Butler County.


Signature

July 6, 2022
Date

Leslie A. Osche
Name

Chair, Board of Commissioners
Title/Position



Quoted By: Joe Parent
 Quote Expiration: 08/27/22
 Quote Name: Butler County ERP Cash Management
 Quote Description: Enterprise Cash Management

Sales Quotation For:

Butler County
 124 W Diamond St
 Butler County Government Center
 Butler PA 16001-5780
 Phone: +1 (724) 285-4731

Tyler Software and Related Services

| Description | Qty | License | Hours | Module Total | Year One Maintenance |
|----------------------|-----|------------------|-----------|------------------|----------------------|
| Financial Management | | | | | |
| Cash Management | 1 | \$ 17,850 | 40 | \$ 17,850 | \$ 3,213 |
| TOTAL | | \$ 17,850 | 40 | \$ 17,850 | \$ 3,213 |

Tyler Annual and Related Services

| Description | QTY | Imp. Hours | Annual Fee |
|-------------------------------------|-----|------------|---------------|
| Professional Services | | | |
| System Management Services Contract | 1 | 0 | \$ 803 |
| TOTAL: | | 0 | \$ 803 |

Professional Services

| Description | Quantity | Unit Price | Extended Price | Maintenance |
|-------------|----------|------------|----------------|-------------|
| | | | | |

| | | | | |
|-----------------------|----|--------|-----------------|-------------|
| Project Management | 8 | \$ 185 | \$ 1,480 | \$ 0 |
| Remote Implementation | 40 | \$ 185 | \$ 7,400 | \$ 0 |
| TOTAL | | | \$ 8,880 | \$ 0 |

| Summary | One Time Fees | Recurring Fees |
|------------------------------------------------|----------------------|-----------------------|
| Total Tyler Software | \$ 17,850 | \$ 3,213 |
| Total Annual | \$ 0 | \$ 803 |
| Total Tyler Services | \$ 8,880 | \$ 0 |
| Total Third-Party Hardware, Software, Services | \$ 0 | \$ 0 |
| Summary Total | \$ 26,730 | \$ 4,016 |
| Contract Total | \$ 30,746 | |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Tyler's System Management Services is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$2,500 minimum annual fee. Systems Management Services are invoiced when you sign this sales quotation and are provided in accordance with the terms of service for Tyler Systems Management found here: <https://www.tylertech.com/terms/tyler-systems-management-terms-of-service>.



TOWER CLOCK ORDER FORM

THE VERDIN COMPANY
 444 READING ROAD - CINCINNATI, OHIO - 45202
 PHONE (513) 241-4010 FAX (888) 298-0597 TOLL FREE 1-800-543-0488
 www.VERDIN.COM

DATE: June 21, 2022

Quotation Valid Until: 8/5/2022

SOLD TO: Butler County Courthouse
 CONTACT: Mike Hillwig/John Campbell
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____
 TELEPHONE: _____ FAX: _____

INSTALL AT: Butler County Courthouse
 CONTACT: Mike Hillwig/John Campbell
 ADDRESS: 124 West Diamond Street
 CITY: Butler
 STATE: PA ZIP: 16001
 TELEPHONE: (724)284-5366 FAX: _____

| PURCHASED PRODUCTS AND OPTIONS | | QTY. | NOTES |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TOWER CLOCK MOVEMENTS | | 1 | "Pricing Good for 45 Days" |
| DIAL STYLE MARK _____ EL QUATRO _____ MARK BOLD _____ EURO CLASSIC _____ MARK DOUBLE _____ VENUS _____ QUARTET _____ SATURN _____ AMERICAN MODERN _____ ROMAN MINUTE _____ AMERICAN MINUTE _____ TRADITIONAL _____ HAND STYLE: _____ DIAL SIZE 3 FT _____ 7 FT _____ 4 FT _____ 8 FT _____ 5 FT _____ OTHER _____ 6 FT _____ CUSTOM CLOCK _____ ACCESSORIES/OPTIONS LIGHTING SYSTEM _____ CLOCK CONTROLLER <u>Verdin Master Clock Controller</u> CLOCK CONTROLLER OPTIONS _____ INDIVIDUAL TIMEPIECE w/HANDS _____ TIMEPIECE SHAFT EXTENSION _____ (for walls more than 3" thick) Replacement Center Dials (4) 54-1/2" _____ CUSTOM LOGO _____ INSTALLATION _____ FREIGHT TERMS <u>PRICE INCLUDED - FOB Verdin Factory</u> APPROXIMATE DELIVERY DATE <u>Delivery will be determined after receipt of following documents by Verdin: fully executed order agreement; deposit; and approved submittals.</u> <small>All delivery dates subject to final acceptance by The Verdin Company</small> | | 1 | Pricing Includes: New Time Piece, Dial Gears, and Drive Rods for (4) 9" Clocks Dials, New 54-1/2" Center Dial Acrylic, New Hands to Match Original Style in Black. New Clock Controller, and Freight. If Verdin Installation Required, Butler County Court House will Supply Additional Labor to Assist In Installation as Needed If Verdin Install Labor, Read Additional Terms and Conditions, Item 5, to Understand Customer's Installation Responsibilities, such as Electrical Wiring, Scaffolding, Lifts/Cranes, etc., that are not a Part of Verdin's Scope of Work. If Customer Install, Verdin will Provide Installation Drawings and Instructions, Electrical Wiring Diagram, Operators Manual, and Free Telephone Technical Support. |
| | | 4 | |
| | | | See Available Options, at Additional Cost, Below Left |
| Option #1 | Verdin Installation, Butler County Court House will Supply Additional Labor to Assist in Installation as Needed | \$6,020.00 | SUBTOTAL (excluding tax)* \$16,495.00 |
| Option #2 | | | Estimated Taxes. (Actual Taxes to be Calculated at Invoicing) |
| Option #3 | | | Deposit (50% w.Order)* \$8,247.50 |
| Option #4 | | | Interim Payment (If Required)* |
| | | | BALANCE DUE UPON DELIVERY* \$8,247.50 |
| Specify Other Payment Terms Below *Pricing Good for 45 Days* | | | *Add cost of accepted options to total purchase price and deposit. PURCHASER RESPONSIBLE FOR PAYING ALL TAXES. |

Purchaser: _____

Sales Representative: Paul Stillpass

Signature: _____
 By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.

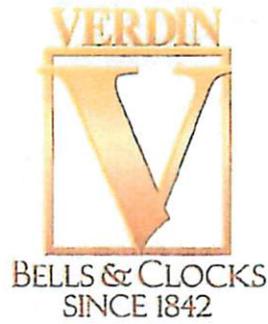
Sales Signature: _____

Corporate Signature: _____

Title: _____

Date: _____

Date: June 21, 2022



Butler County Courthouse
Department of Building and Grounds
124 West Diamond Street
Butler, PA 16001

6/27/2022

To Whom It May Concern:

This letter is to confirm that all equipment quoted (Time Piece, Dial Gears, Drive Rods, 54-1/2" Acrylic Center Dials, New Hands, and Clock Controller) are sole source products. They are manufactured, sold, and distributed exclusively by the Verdin Company.

These products must be purchased directly from The Verdin Company at the address listed below. There are no dealers authorized to represent or sell these products.

Sincerely,

Paul Stillpass
Special Project Manager
pstillpass@Verdin.com

THE VERDIN COMPANY. BUILDERS OF FINE BELLS & CLOCKS SINCE 1842.

Corporate Headquarters: 444 Reading Road - Cincinnati, OH 45202 - p: 800-543-0488, f: 513-241-1855 - www.verdin.com

County of Butler

Board of Commissioners

124 W. Diamond Street, PO Box 1208, Butler, PA 16003-1208
Phone 724-284-5100 Fax 724-284-5400 TDD 724-.284.5473

Commissioners

Leslie A. Osche, *Chairman*
Kimberly D. Geyer, *Vice Chairman*
Kevin E. Boozel, M.S., *Secretary*



Solicitor

H. William White, III

Director of Human Resources/Chief Clerk

Lori Altman

Budget & Human Services Finance Director

Ann M. Brown

June 28, 2022

John Campbell, Manager
Butler County Facilities and Operations
124 West Diamond Street
P.O. Bo 1208
Butler, PA 16003-1208

Re: Courthouse Clocks – Repair Maintenance

Dear John:

Per your request I have reviewed the quote that was solicited from The Verdin Company to make various repairs to the Courthouse clock timepiece. Based on the information submitted, I concur that the proposed quote which was received from The Verdin Company is exempt from bidding requirements. Specifically, I believe the project is exempt for two specific reasons:

(1) The law of this Commonwealth establishes that maintenance, repairs and/or replacements for infrastructure (so long as they do not constitute new additions or enlargements of existing facilities) are exempt from competitive bidding regardless of the purchase price. *16 P.S. §1802(h) – Heiges Masonry, Inc. v. Adams County – 24 Pa. D. & C. 3d 315 (1981).*

(2) Purchases where particular types, models, pieces of equipment, articles, apparatus, appliances, or parts which are patented and manufactured or copyrighted products. This exception is applicable to those items that were manufactured by only a

single manufacturer, with patent or other proprietary applications such that it would be pointless for the County to seek bids. *Knapp v. Miller* 34 Pa. D. & C. 2d 380 (1963) and *Coleman v. Stevenson* 72 2d 99 (1934).

You may accept this correspondence as my formal opinion on the matter. Under the circumstances, you are not required to obtain any further quotes, undertake a formal bidding process for the work required to repair the Courthouse clock, dial years, drive rods and related materials.

Very truly yours,



H. William White, III
Butler County Solicitor

HWW/bjr



HUMAN SERVICES DEPARTMENT

COUNTY GOVERNMENT CENTER ANNEX – 1st FLOOR
124 WEST DIAMOND STREET, P.O. BOX 1208
BUTLER, PA 16003-1208

Butler County

TELEPHONE: (724) 284-5114 – TTD USERS: (724) 284-5473
FAX: (724) 284-5128 – EMAIL: bcmhmr@co.butler.pa.us

DATE: July 7, 2022

TO: Lori Altman
Human Resources Director/Chief Clerk

FROM: Brandon Savochka
Human Services Director

RE: Commissioners' Public Meeting – July 13, 2022
Human Services Agreements

I am requesting Commissioners' approval of the following Human Services items:

Human Services

1. Approval of the following Human Services contract for July 1, 2022 – June 30, 2023:
We are requesting the boards' approval for an agreement between BHC Advanced Services, Inc. and Butler County Human Services. This contract funds the Butler County Mental Health Department Forensic Services Manager position to a maximum amount of \$95,025 annually.

2. Approval of the following Human Services amendments for FY 2021-2022:

Catholic Charities Amendment #1 - adjust the following:

- Reduce Emergency Shelter by \$13,462
- Reduce Rental Subsidy by \$3,232
- Reduce Winter Housing Services by \$23,880
- Increase Case Management by \$105,574

Milestone Amendment #2 - add \$519,986 for ARPA Emergency Kits funding

If you have any questions or require further information, please give my office a call. Thank you.



Building 3, Sunnyview Home Complex - 111 Sunnyview Circle
Suite 101 – Butler, PA 16001-3547

Butler County

Area Agency on Aging

Phone (724) 282-3008 Fax (724) 282-1466 Toll Free 1-888-367-2434
Fax (724) 283-6844 Protective Service (724) 283-6955
aaainfo@co.butler.pa.us



TO: Leslie A. Osche
Kimberly D. Geyer
Kevin E. Boozel

FROM: *Beth A. Herold*
Beth A. Herold, RN, BSN, MBA, Administrator

DATE: July 6, 2022

RE: COMMISSIONERS' MEETING – July 13, 2022

I am submitting the following item for your consideration at the Commissioners' Public Meeting on July 13, 2022.

- **In Home Services Contract**

I am requesting the Board's approval for the renewals of the Home Support Services and Personal Care Services contracts with Community Resources for Independence. There are no county funds involved; payment will be out of the Aging Block Grant. Contract period for each contract is from July 1, 2022 to June 30, 2023. There is no rate increase.

Rates of each contract are as follows:

Personal Care Contract:

\$26.41/per hour

Home Support Contract:

\$25.99/per hour – Basic

\$29.59/per hour – Intermediate

If you have any questions or need additional information regarding these agenda items, please contact me.

BUTLER COUNTY HUMAN SERVICES

Area Agency on Aging • Children & Youth Services • Drug & Alcohol • Early Intervention & Intellectual Disabilities • Mental Health

BOARD OF COUNTY COMMISSIONERS

Leslie A. Osche, Chairman
Kimberly D. Geyer, Vice Chairman
Kevin E. Boozel, Secretary

Beth A. Herold, RN, BSN, MBA
Administrator



Building 3, Sunnyview Home Complex - 111 Sunnyview Circle
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Butler County

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Phone (724) 282-3008 Fax (724) 282-1466 Toll Free 1-888-367-2434
Fax (724) 283-6844 Protective Service (724) 283-6955
aaainfo@co.butler.pa.us

Advisory Board Candidates – Continuation of Term: July 1, 2022 - June 30, 2025

We will be requesting approval to appoint current Board Members: Margaret King, Rick Kremer, Bob Lutz, Charlotte Lutz, and Sue Murray for an additional 3 year term. Term Period is from July 1, 2022 to June 30, 2025.

BUTLER COUNTY HUMAN SERVICES

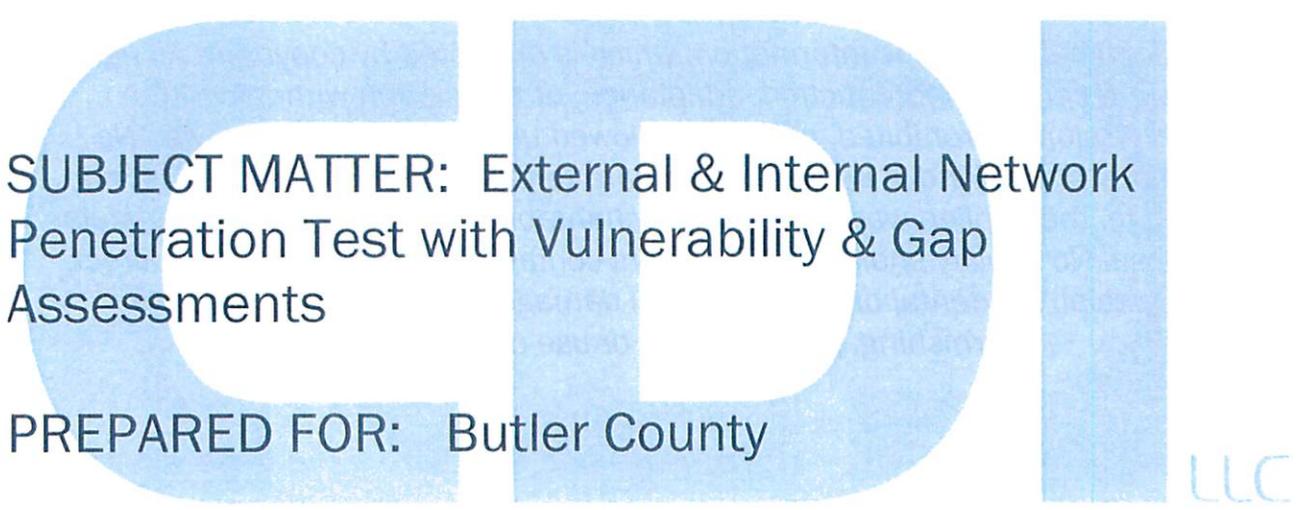
Area Agency on Aging • Children & Youth Services • Drug & Alcohol • Early Intervention & Intellectual Disabilities • Mental Health



PROFESSIONAL SERVICES STATEMENT OF WORK

SUBJECT MATTER: External & Internal Network Penetration Test with Vulnerability & Gap Assessments

PREPARED FOR: Butler County



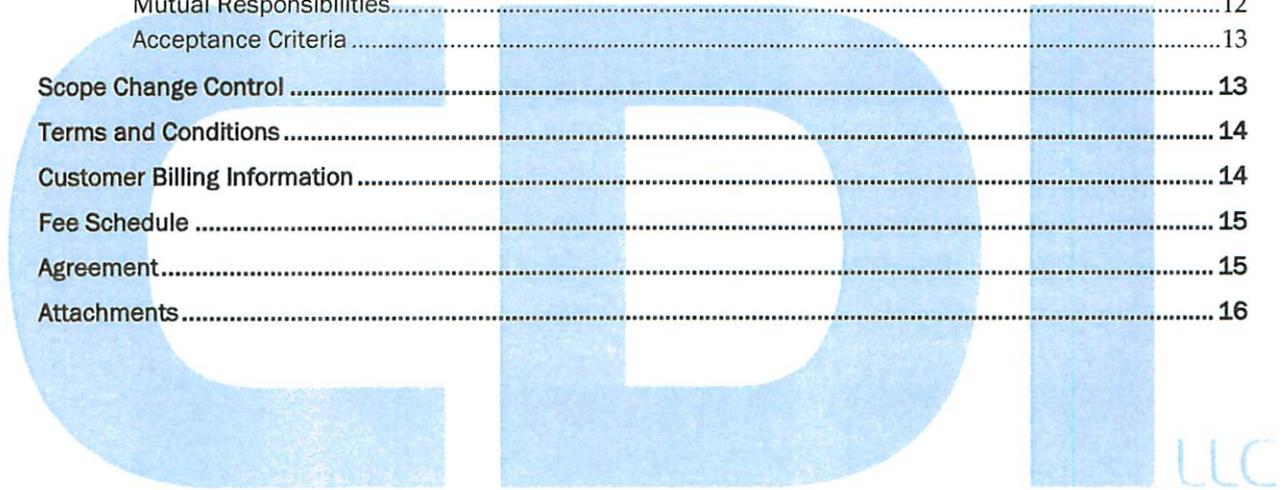
| | |
|------------------|----------------|
| SOW Number: | PS-003067 |
| Version: | 1.1 |
| Date Published: | 06/30/2022 |
| Authors: | Mark Finlayson |
| Contributors: | Peter Brookman |
| Account Manager: | Barry O'Rorke |

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LLC

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CDI
LLC

PROJECT SUMMARY

Computer Design and Integration LLC (CDI) proposes this Statement of Work (“SOW”) in response to Butler County’s (“Customer”) request. This document specifies the recommendations, deliverables, assumptions, constraints, financial/budgetary and work breakdown.

This SOW contemplates that CDI and Customer will enter into an agreement for the provision of Services described herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, CDI and Customer hereto agree as follows:

BUSINESS NEED

Through careful consultation with the Customer, CDI has developed security services proposal to evaluate the Customer’s security posture through a combination of adversarial and consultative services.

SOLUTION OVERVIEW

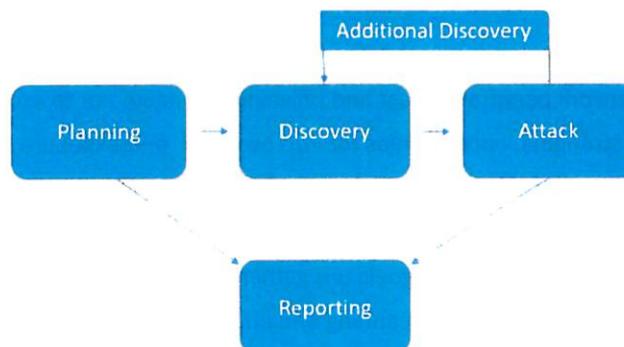
Network Penetration Testing

Security testing in which evaluators mimic real-world attacks in an attempt to identify ways to circumvent the security features of an application, system, or network. Penetration testing often involves issuing real attacks on real systems and data, using the same tools and techniques used by actual attackers.

All testing performed will be based on NIST SP 800-115 Technical Guide to Information Security Testing and Assessment, OWASP Web Security Testing Guide, OWASP Application Security Verification Standard (v4), and proprietary testing frameworks.

Phases of network penetration testing activities included the following:

- **Planning** – Customer goals are gathered and rules of engagement obtained.
- **Discovery** – Perform scanning and enumeration to identify potential vulnerabilities, weak areas, and exploits.
- **Attack** – Confirm potential vulnerabilities through exploitation and perform additional discovery upon new access.
- **Reporting** – Document all found vulnerabilities and exploits, failed attempts, and company strengths and weaknesses.



Vulnerability Assessment

Vulnerability scanning can help identify outdated software versions, missing patches, and misconfigurations, and validate compliance with or deviations from an organization's security policy. This is done by identifying the operating systems and major software applications running on the hosts and matching them with information on known vulnerabilities stored in the scanners' vulnerability databases.

Implementation Phases

Due to logistical, timing & business requirements, this project will be broken into phases. The phases will be as follows:

- Phase 1 - Project Kickoff & Rules of Engagement (RoE) Acceptance
- Phase 2 - External Network Penetration Test
- Phase 3 - Internal Network Penetration Test
- Phase 4 - Vulnerability Assessment
- Phase 5 - Gap Assessment, Reporting & Presentation

It is expected that these phases will occur contiguously and that there will be no significant time gap between them.

PROJECT SCOPE

CDI DELIVERABLES

This SOW addresses Professional Services only. Procurement of all hardware, software and peripherals is addressed in separate purchase orders. For this SOW, CDI shall provide the following Professional Services to implement the solution[s] described in Part-I.

Project Kickoff & Rules of Engagement (RoE) Acceptance

- Kickoff Meeting
- Rules of Engagement
 - In-Scope systems, network addresses, domains, email addresses, and wireless SSIDs
 - Establish testing timeframes.
- Validate virtual compute resources for vulnerability scanning appliance(s).

External Network Penetration Test:

- Perform external network penetration test and phishing campaign not to exceed four (4) days with goals of identifying strengths, opportunities for improvement, and exposure to common attacks:
 - All testing is to be performed based on *NIST SP 800-115 Technical Guide to Information Security Testing and Assessment*:
 - Planning - Customer goals are gathered, and rules of engagement obtained.
 - Discovery - Perform scanning and enumeration to identify potential vulnerabilities, weak areas, and exploits.
 - Attack - Confirm potential vulnerabilities through exploitation and perform additional discovery upon new access.

- Reporting – Document all found vulnerabilities and exploits, failed attempts, and company strengths and weaknesses.
- Scope is to include websites, faculty/staff e-mail addresses, and public IP addresses. Scope is not to exceed:
 - Active public IP Addresses: 15
 - Total Users: 750
- Specific tasks may include but not be limited to:
 - External Network Fingerprinting, OSINT Information gathering, Credential-stuffing, and Vulnerability Scanning of Customer infrastructure.
 - Sniffing network communication, reviewing emails, searching files to obtain plain-text and or hashed credentials.
 - Decryption and Collision attacks against hashed or encrypted credentials.
 - Utilization of assessment tools to identify and exploit vulnerable web applications.
 - Active attempts to validate and exploit discovered vulnerabilities and validate results of assessment.
 - Phishing and social engineering of end-users through email, voice, or SMS messaging.

Internal Network Penetration Test:

- Perform internal network penetration not to exceed four (4) days with goals of identifying strengths, opportunities for improvement, and exposure to common attacks:
 - All testing is to be performed based on *NIST SP 800-115 Technical Guide to Information Security Testing and Assessment*:
 - Planning – Customer goals are gathered, and rules of engagement obtained.
 - Discovery – Perform scanning and enumeration to identify potential vulnerabilities, weak areas, and exploits.
 - Attack – Confirm potential vulnerabilities through exploitation and perform additional discovery upon new access.
 - Reporting – Document all found vulnerabilities and exploits, failed attempts, and company strengths and weaknesses.
 - Scope is to include websites, faculty/staff e-mail addresses, and private IP addresses. Scope is not to exceed:
 - Active private IP addresses: 900
 - Total Users: 750
 - Specific tasks may include but not be limited to:
 - Internal Network Fingerprinting, OSINT Information gathering, Credential-stuffing, and Vulnerability Scanning of Customer infrastructure.

- Sniffing network communication, reviewing emails, searching files to obtain plain-text and or hashed credentials.
- Decryption and Collision attacks against hashed or encrypted credentials.
- Utilization of assessment tools to identify and exploit vulnerable web applications.
- Active attempts to validate and exploit discovered vulnerabilities and validate results of assessment.
- Phishing and social engineering of end-users through email, voice, or SMS messaging.

Vulnerability Assessment

- Scope of vulnerability assessment is not to exceed:
 - Nine hundred (900) internal IP Addresses
 - Fifteen (15) public IP Addresses
- Obtain results of external and internal scanning solutions:
 - Assess vulnerabilities discovered with greater than "low" risk based upon CVSS score.
 - Where possible, perform additional steps to identify false positives.
 - Provide additional context such vulnerabilities with public Proof of Concept (PoC) code.
- Compile results into executive summary.

Gap Assessment, Reporting & Presentation

- CDI Security Consultant will review assessment results with customer's security team. Gap assessment will align with NIST Cybersecurity Framework and will include qualitative interviews with IT leadership and delegated resources.
- Scope to include:
 - Up to 4 hours of dedicated engineering time for interviews and information gathering. (Time can be scheduled and allocated in two-hour blocks to accommodate fluctuating availability). Information gathering to include: Current state, desired end state, mitigating controls, residual risks, and recommendations for additional security controls.
- Compile results from penetration test into an Executive Summary and Detailed Technical Report consisting of:
 - Overview of security posture and current risks.
 - Organizational strengths and opportunities for improvements.
 - Recommended remediations and strategic prioritized action plan.
 - Supplemental documents from assessment.

Present report executive summary & technical details in review call, not to exceed 4 hours.

CDI NON-DELIVERABLES

1. Segmentation checks between network segments in support of PCI compliance initiatives.
2. Denial of service attacks unless otherwise requested by customer.
3. Brute force credential attacks unless otherwise requested by customer.
4. Assessment of public, SaaS applications, not owned by Customer.
5. Physical penetration of systems, controls or in-person social manipulation of staff.
6. Red team remediation or verification of remediation of issues identified within assessment is not included unless otherwise stated in project Scope of Work and Deliverables.

CUSTOMER DELIVERABLES

1. Provide list of sanctioned websites, email addresses, domains, public and private IP addresses hosted and/or owned by Customer as part of Rules of Engagement.
2. Establish testing timeframe and Rules of Engagement for penetration test, vulnerability assessment and gap assessment.
3. Notify third parties of penetration testing timeframe and in-scope IP addresses.

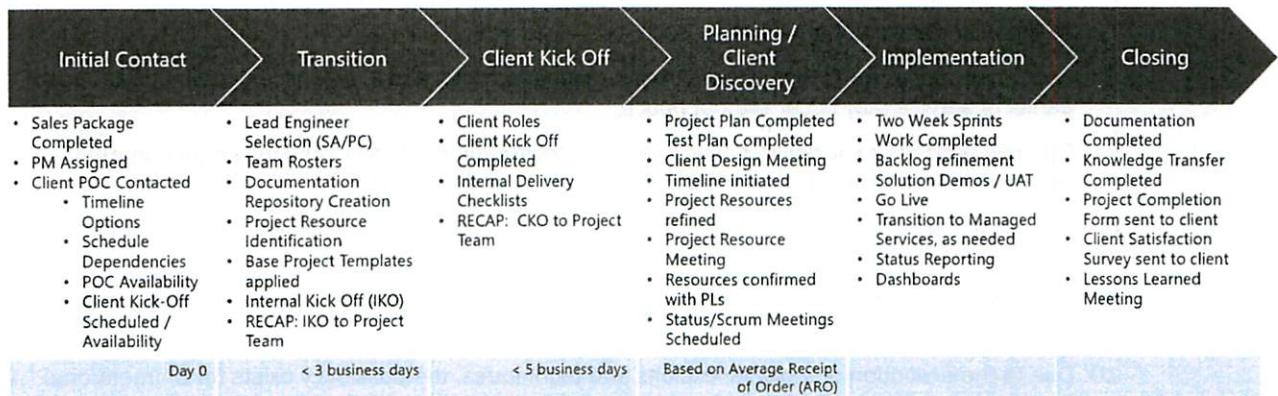
CDI PROJECT DELIVERY APPROACH

Project Lifecycle Methodology

CDI shall use its five-phase formalized “CDI Project Delivery Methodology” (CPDM) specifically tailored to IT Infrastructure project to organize, control and execute the services under this SOW. CPDM is built on a foundation based on the Project Management Institute - Professional Project Management PMBOK standards and practices.

CPDM combines a disciplined project delivery framework with project management process that engages rapid delivery of high-quality services, frequent inspection and adaptation, leadership philosophy encouraging joint teamwork, strict accountability and a business approach that holds services to Customer’s needs and company goals as defined in this SOW.

Project Lifecycle

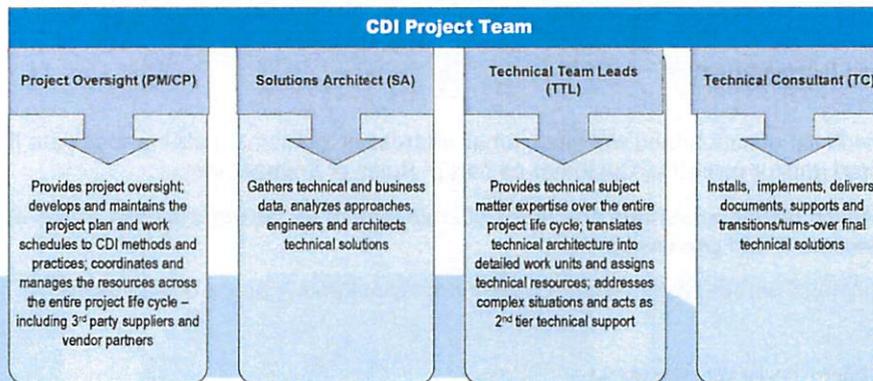


Project Management

CDI shall assign an experienced project manager/coordinator (PM/PC) to oversee the delivery of Services. The CDI PM/PC shall work closely with the Customer's project oversight to ensure Services - Deliverables, budget, schedule and any other mutually agreed upon Terms and Conditions delivered in accordance with this SOW.

Project oversight uses a repetitive and cumulative process of capturing, documenting, and distributing information throughout the life of the project. Review meetings accomplish effective collaboration, decision making and information sharing. These reviews occur at regular intervals to ensure all parties engaged actively participate and are kept up to date on the progress of the project.

CDI Project Team Framework



ASSUMPTIONS

1. Customer shall supply resources to work with CDI to gather the information mentioned above and to review and accept design specifications and configuration parameters;
2. Customer will complete all necessary change control paperwork and obtain necessary internal approvals prior to each phase of the project as needed, and report same to CDI project manager weekly;
3. Expenses incurred for all travel outside of the NYC-metro area will be billed directly to customer;
4. Customer will participate in weekly status meetings with CDI team – run by CDI project manager.
5. Customer certifies that email addresses provided during Rules of Engagement (RoE) process are all email addresses of employees.
6. Customer understands that all penetration testing includes a risk of service denial. Unintentional denial of service may occur without notice.
7. CDI may perform vulnerability scans to assess environment. These scans may trigger alarms within security devices, Intrusion Detection Systems and firewalls.
8. The actions taken by the target in response to any detection of our activities are beyond our control.
9. Customer is to notify ISPs and other vendors with on-premise equipment prior vulnerability scans and penetration test activities.
10. Due to the execution of toolsets, exploits and techniques, the possibility exists for unintentional deletion or modification of sensitive data in the test environment which may include production-level systems.
11. If performing a vulnerability assessment, customer will provide credentials with enough privileges before vulnerability assessments and after penetration test phases to audit devices for

vulnerabilities. These credentials may include SNMP communities or v3 credentials, Active Directory usernames, root credentials to Linux-based servers.

12. Accuracy of assessment will be improved if run during standard business hours and under standard business workload.
13. All testing is to be performed overtly.

CONSTRAINTS

1. Customer's resource availability
2. Customer's completion and acceptance of Rules of Engagement questionnaire.

DOCUMENTATION

CDI will provide a set of CDI Standard customer documentation. CDI has standardized on a documentation approach that provides customers with a set of information showing the "as-built state" as well as information for operational readiness.

Unless otherwise explicitly defined in this SOW, CDI Professional Services is not responsible for developing custom documentation within the scope of this SOW. Any changes or re-work to the CDI Standard documentation will need to be reviewed and agreed upon prior to project inception and any changes after project kick off will be considered a change request to be billed separately at a time and materials rate.

SCHEDULE FOR PERFORMANCE OF SERVICES

The Schedule for the delivery of Services has not been finalized as the execution of this Statement of Work and shall be finalized and agreed upon by both CDI and Customer during the Customer Kick Off ("CKO") meeting.

Once the project is underway and CDI is engaged, any change or modification to the Estimated Services Start Date and Estimated Services End Date in excess of ninety (90) contiguous calendar days shall be subject to the Scope Change Control provisions specified herein. In the event this occurs, CDI retains the right to reassess costs and timelines.

Unless specifically stated otherwise in this signed/approved Statement of Work, (a) the projects' CKO meeting shall occur twenty-one (21) calendar days from signing; and (b) the project shall be completed within not more than four (4) contiguous calendar months. Any requests to extend this project beyond this, for reasons not attributable to CDI actions shall require an approved CDI Scope Change document and may result in additional charges to the Customer.

The CDI Project Start-up process is a twenty-one (21) calendar day process culminating in the CKO meeting. During this period:

1. CDI assigns a Project Manager (PM) and assembles the balance on the core technical team;
2. CDI PM Collects all the projects' documentation to date (SOW, technical architectural diagrams, assessment findings, etc.) and disseminates it amongst the project team;
3. CDI conducts an internal technical review of the project ensuring all the technical resources fully understand the scope of work, goals and objectives; coordinates/facilitates hardware delivery;
4. CDI gathers any other relevant pre-requisite data not acquired during the pre-sales/discovery process pertinent to Customer's readiness to begin project

OUT OF SCOPE

CDI is responsible for performing only the Services explicitly described in this document. All other services are considered outside the scope of this document and shall comply with the change procedures described in the "Scope Change Control" section.

CUSTOMER RESPONSIBILITIES

In conjunction with the services under this SOW, Customer agrees to:

- Arrange for technical support from all vendors and third parties as necessary;
- Verify the equipment location i.e., work site, is ready to perform the Services;
- Provide facilities for CDI consultant(s) for all on-site activity including a quiet workspace, external phone line access, Internet connectivity, licenses for software and timely access to equipment and all other resources necessary to accomplish this statement of work;
- Be responsible for hardware and software support contracts for all products covered as part of these Services;
- Provide site access for all CDI consultants engaged on this project;
- Keep the CDI consultant(s) and/or project manager apprised of business, organizational, and technical issues that may have impact on the performance and delivery of these services;
- Mobilize other required resources as needed to ensure implementation proceeds according to the mutually agreed to schedule;
- Provide a minimum of two (2) day advance notice when requests for scheduling CDI resources outside of the agreed to timeline arise; and
- Provide advance notification to CDI in the event the Services being provided have an impact on the customer's production environment and processes.

MUTUAL RESPONSIBILITIES

In conjunction with the services performed by CDI under this SOW, Client and CDI shall:

- Assign a Project Sponsor as the single point of contact for authorizing and approving SOW Change Requests, Milestone and Project Completion Sign-off;
- Assign a liaison for CDI personnel to interact with responsible for directing and overseeing delivery of services as well as providing CDI with required information in a timely and accurate manner;
- Provide at least one technical contact with system administration responsibilities and credentials, with appropriate levels of access privileges to systems and information necessary to perform this service; and
- Jointly conduct periodic, scheduled meetings throughout the course of services delivery, at a mutually agreed upon time and location to review project status, plan/schedule up-coming tasks and activities, mitigate/remediate issues and risks.

ACCEPTANCE CRITERIA

The acceptance criteria for each applicable Milestone and/or overall Project Completion shall be successful completion of the applicable portion of the Professional Services and presentation of a confirming deliverable. At a time CDI deems that it has in its reasonable opinion, fulfilled the acceptance for each Phase, CDI shall send Customer written notice that identifies the completed phase and request Customer acknowledge the same. The Customer shall have seven (7) calendar days from receipt of such notice in which to respond that (a) CDI successfully complied with the acceptance criteria or (b) CDI had not so complied and the specific basis for such noncompliance.

Butler County
Initials

SCOPE CHANGE CONTROL

All changes that must be scheduled during the normal course of this statement of work and project to ensure project success will be coordinated with the Customer's authorized representative and processed in accordance with the following SOW Change Control Process:

1. Change requests may be initiated by Customer or by CDI. Examples of change may include, but are not limited to, customer requests, regulatory changes, change in technical scope or other detailed technical issues. Change requests shall be submitted to the Customer's Project Manager or CDI Project Manager / Consultant (as applicable) and then jointly reviewed;
2. All SOW Change Requests shall be prepared by CDI and made in writing using CDI's SOW Change Control format
3. All SOW Change Requests shall require joint approval to be made final;
4. If for any reason, mutual agreement between CDI and Customer cannot be reached on any SOW Change Request, both CDI and Customer agree to engage a neutral third party to facilitate a resolution;
5. If the proposed SOW Change Request is mutually agreed to be within the scope of this SOW, no further action shall be required under this SOW Change Control process and CDI shall be obligated to begin the process of implementing this change request as soon as is reasonably possible;
6. If the proposed SOW Change Request is mutually agreed to be outside the scope of this Statement of Work, CDI is obligated to and shall prepare and submit a cost estimate with the SOW Change Request. This cost estimate may include costs associated with preparing the Change Request;
7. Once approved, the change request(s) will be appended to and made a part of this Statement of Work.

TERMS AND CONDITIONS

1. Unless otherwise stated in this SOW, all on-site Services shall be delivered between the hours of 7 AM and 7 PM, Monday through Friday, excluding U. S. National holidays.
2. CDI reserves the right to determine which of its personnel shall be assigned to perform Services including substituting, replacing or reassigning such personnel during the term of this agreement;
3. Customer shall have the right to interview the personnel CDI technical resources assigned to perform services;
4. Customer may at any time throughout the delivery of the Services, on written notice, request that CDI replace a technical resource and CDI shall as soon as practical replace such technical resource for the performance of Services;
5. Delays caused by the Client's failure to meet any responsibilities specified in this SOW shall be billed at CDI's then-current time and materials rates including travel and other expenses. Any additional costs incurred by Client as a result of delays shall be the sole responsibility of the Client.
6. Unless otherwise stated in this SOW, the customer is responsible for the on-going support and/or enhancements of any work delivered as part of this engagement;
7. So long as CDI is performing services under this agreement, and for a period of one (1) year thereafter, neither party shall, except with the other party's prior written approval, solicit or offer employment to the other party's personnel engaged in any efforts under or relating to this Agreement;
8. CDI reserves the right to bill for services delivered to complete assignments outside of the scope of work defined above providing that CDI shall not perform any such services without first obtaining written approval from the authorized Customer representative;
9. This SOW is an offer that is good for thirty days from date of issuance. If Customer executes this SOW within that time, then it will become a valid and binding Agreement; and
10. The parties to this SOW are not agents or legal representatives of each other and have no power or authority to represent, act for, bind or commit each other.

CUSTOMER BILLING INFORMATION

| | |
|------------------------|------------------------------|
| Contact Person: | <u>Dawn Lusk</u> |
| Street Address: | <u>124 W. Diamond St.</u> |
| City: | <u>Butler</u> |
| State: | <u>PA</u> |
| Zip: | <u>16001</u> |
| Phone: | <u>(724) 284-5113</u> |
| Fax: | <u>NA</u> |
| Email Address: | <u>dlusk@co.butler.pa.us</u> |
| Purchase Order: | <u>NA</u> |

FEE SCHEDULE

CDI shall deliver the professional services detailed in this scope of work on a Fixed-Price, as outlined below. This price is valid for 30-days from the date of quotation.

| Reference # | Description | Extended Price |
|---------------------|-----------------------------------------------------------------------------------|--------------------|
| | External & Internal Network Penetration Test with Vulnerability & Gap Assessments | \$36,060.00 |
| Grand Total: | | \$36,060.00 |

The following payment schedule shall apply provided CDI receives written authorization from the Customer referencing this SOW, not more than thirty (30) calendar days after the Effective Date. Until receipt thereof, neither party shall have any obligation to the other. Upon execution of this SOW, CDI shall be authorized by Customer to invoice in accordance with the following schedule:

| Milestone | Percent Due | Amount Due |
|---------------------------------------------------|-------------|-------------|
| Signature of Statement of Work | 30% | \$10,818.00 |
| Completion of Implementation Planning | 30% | \$10,818.00 |
| Completion of Implementation & Acceptance Testing | 30% | \$10,818.00 |
| Completion of Project Turnover & Closure | 10% | \$3,606.00 |
| | 100% | \$36,060.00 |

Payment terms are net 30 days. Price and payment schedule quoted are contingent upon CDI personnel's performance of the scope of work as defined. In the event of delays caused by Customer or due to unforeseen circumstances, the delivery, price and subsequent payment schedule may be adjusted.

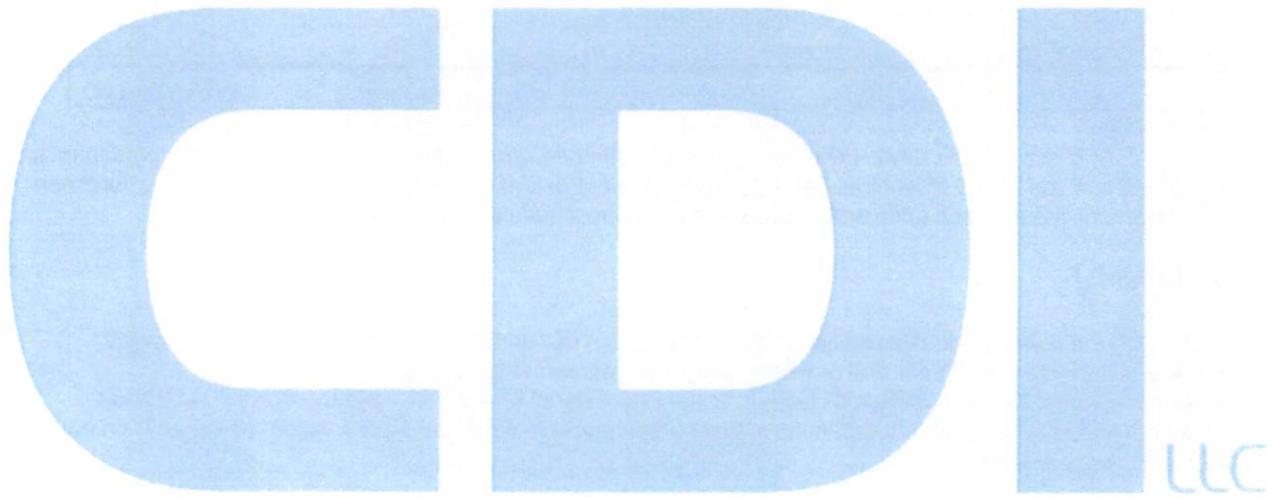
AGREEMENT

This SOW is the complete and exclusive agreement between CDI and Customer with regard to its subject matter and supersedes all prior oral or written proposals, agreements, representation and other communications between parties with respect to the Professional and Implementation Services and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any order or other document.

IN WITNESS WHEREOF, the parties caused the Statement of Work, PS-003067 to be signed on the respective dates indicated below. The parties hereby acknowledge that they have read and do understand this Agreement and all the attachments hereto and agree to all the Terms and Conditions stated herein.

| Butler County | |
|-----------------|--------|
| Signature: | Title: |
| Name [printed]: | Date: |

ATTACHMENTS





Quoted By: Joe Parent
 Quote Expiration: 09/29/23
 Quote Name: Butler County PACE 15 Custom
 Quote Description: PACE 15 Flex

Sales Quotation For:

Butler County
 124 W Diamond St
 Butler County Government Center
 Butler PA 16001-5780
 Phone: +1 (724) 285-4731

Tyler Annual and Related Services

| Description | QTY | Imp. Hours | Annual Fee |
|---------------------|-----|------------|---------------------|
| Recurring Services | | | |
| Investment Analysis | 1 | 0 | \$ 0.00 |
| PACE 15 Flex | 15 | 0 | \$ 13,500.00 |
| TOTAL: | | 0 | \$ 13,500.00 |

Summary

| | One Time Fees | Recurring Fees |
|----------------------|---------------|----------------|
| Total Tyler Software | \$ 0.00 | \$ 0.00 |
| Total Annual | \$ 0.00 | \$ 13,500.00 |
| Total Tyler Services | \$ 0.00 | \$ 0.00 |

| | | |
|------------------------------------------------|---------------------|---------------------|
| Total Third-Party Hardware, Software, Services | \$ 0.00 | \$ 0.00 |
| Summary Total | \$ 0.00 | \$ 13,500.00 |
| Contract Total | \$ 13,500.00 | |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

****PACE 15 Flex Custom - does not include Connect Conference Passes*****

15 PACE Training Days onsite or, remote annually.

1 Investment Analysis included every three years with continued subscription. Additional IA can be purchased.



July 7, 2022

Butler County
124 W Diamond Street
Attn: Leslie A Osche
CDW Account #:1240021

Re: Letter of Understanding for Butler County PA

Dear Leslie A Osche,

This Letter of Understanding ("LOU") is an agreement between CDW Government LLC ("Seller") and Butler County PA, whereby Customer shall procure various information technology products and related items as such are specifically detailed on Seller's Quote # MVBB141, which is attached hereto as Appendix 1 (collectively, the "Products") through Seller.

By evidence of their respective signatures below, and other good and valuable consideration, the parties hereby make the following commitments:

1. Customer will purchase all of the Products.
2. Seller will initiate a purchase order to the manufacturers for the Products or reserve inventory within a reasonable time after execution of this LOU.
3. Within ten (10) business days after execution of this LOU, Customer shall submit a purchase order to Seller for the Products. Should Customer fail to timely submit a purchase order such failure will not extinguish Customer's obligation to purchase the Products and remit payment of the amounts due in respect thereof. Furthermore, in the event Customer fails to submit a purchase order within the time period stated herein, the parties acknowledge and agree that this LOU shall take the place of such purchase order.
4. For the avoidance of doubt, the parties shall consider Customer's execution of this LOU as adequate documentation acting in place of Customer's purchase order, should Customer fail to provide one in accordance with Section 3 above. Customer shall not have the right to withhold payment on the basis that no purchase order was submitted.

Customer's purchase of Products shall be governed by Seller's Terms and Conditions of Sales and Service Projects contained in the "Terms & Conditions" link at <https://www.cdw.com/content/cdw/en/terms-conditions/sales-and-service-projects.html> , unless a separate agreement covering the scope of this letter exists between the parties, in which case such agreement shall control. All capitalized terms not defined herein shall have the meanings set forth in the Terms & Conditions, or applicable agreement.

On Behalf of Seller,

Accepted and Agreed:

Butler County PA

By: _____

Name: Leslie A. Osche

Title: Chairman

Date: _____

QUOTE CONFIRMATION



DEAR JAMES VENTURINI,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|--------------|
| MVBB141 | 6/7/2022 | EA | 1240021 | \$197,668.66 |

| QUOTE DETAILS | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|------------|--------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| <u>MS EA Q365 E3 GCC P USER</u> Mfg. Part#: AAA-11894-12-SLG Electronic distribution - NO MEDIA Contract: PA CCAP 2020-IT0001 (2020-IT0001) | 700 | 3753337 | \$216.27 | \$151,389.00 |
| <u>MS EA CCAL BRIDGE USER FROM SA</u> Mfg. Part#: AAA-12416-12-SLG Electronic distribution - NO MEDIA Contract: PA CCAP 2020-IT0001 (2020-IT0001) | 700 | 4074848 | \$16.83 | \$11,781.00 |
| <u>MS EA INTUNEADDONGCC P U</u> Mfg. Part#: 3QD-00003-12-SLG Electronic distribution - NO MEDIA Contract: PA CCAP 2020-IT0001 (2020-IT0001) | 150 | 5733669 | \$30.11 | \$4,516.50 |
| <u>MS EA WINSVRDCCORE ALNG SA MVL</u> Mfg. Part#: 9EA-00273-SLG Electronic distribution - NO MEDIA Contract: PA CCAP 2020-IT0001 (2020-IT0001) | 8 | 4706757 | \$1,018.06 | \$8,144.48 |
| <u>MS EES WIN SVR DCCORE L SA</u> Mfg. Part#: 9EA-00039-SLG Electronic distribution - NO MEDIA Contract: PA CCAP 2020-IT0001 (2020-IT0001) | 60 | 4341905 | \$296.91 | \$17,814.60 |
| <u>MS EA SYSCTRSTDCORE ALNG SA MVL</u> Mfg. Part#: 9EN-00195-SLG Electronic distribution - NO MEDIA Contract: PA CCAP 2020-IT0001 (2020-IT0001) | 3 | 4706754 | \$145.86 | \$437.58 |
| <u>MS EA AZURE ACTIVE DIR PREMP1GCC P U</u> Mfg. Part#: MQM-00001-12-SLG Electronic distribution - NO MEDIA Contract: PA CCAP 2020-IT0001 (2020-IT0001) | 50 | 5430962 | \$55.17 | \$2,758.50 |
| <u>MS EA AZURE ACTIVE DIR PREMP2GCC P U</u> Mfg. Part#: MQN-00001-12-SLG Electronic distribution - NO MEDIA Contract: PA CCAP 2020-IT0001 (2020-IT0001) | 10 | 5403137 | \$82.70 | \$827.00 |

| PURCHASER BILLING INFO | SUBTOTAL | \$197,668.66 |
|------------------------|----------|--------------|
|------------------------|----------|--------------|

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------|
| Billing Address: BUTLER COUNTY PURCHASING ACCTS PAYABLE PO BOX 1208 BUTLER, PA 16003-1208 Phone: (724) 284-0017 Payment Terms: Net 30 Days-Govt State/Local | SHIPPING | \$0.00 |
| | SALES TAX | \$0.00 |
| | GRAND TOTAL | \$197,668.66 |
| DELIVER TO | Please remit payments to: | |
| Shipping Address: BUTLER COUNTY INFORMATION TECHNOLOGY 124 W DIAMOND ST LEVEL LL BUTLER, PA 16001-5780 Shipping Method: ELECTRONIC DISTRIBUTION | CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Beth Rheiner

(855) 822-1392

bethrhe@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



July 7, 2022

Butler County
124 W Diamond Street
Attn: Leslie A Osche
CDW Account #:1240021

Re: Letter of Understanding for Butler County PA

Dear Leslie A Osche,

This Letter of Understanding ("LOU") is an agreement between CDW Government LLC ("Seller") and Butler County PA, whereby Customer shall procure various information technology products and related items as such are specifically detailed on Seller's Quote # MVXP204, which is attached hereto as Appendix 1 (collectively, the "Products") through Seller.

By evidence of their respective signatures below, and other good and valuable consideration, the parties hereby make the following commitments:

1. Customer will purchase all of the Products.
2. Seller will initiate a purchase order to the manufacturers for the Products or reserve inventory within a reasonable time after execution of this LOU.
3. Within ten (10) business days after execution of this LOU, Customer shall submit a purchase order to Seller for the Products. Should Customer fail to timely submit a purchase order such failure will not extinguish Customer's obligation to purchase the Products and remit payment of the amounts due in respect thereof. Furthermore, in the event Customer fails to submit a purchase order within the time period stated herein, the parties acknowledge and agree that this LOU shall take the place of such purchase order.
4. For the avoidance of doubt, the parties shall consider Customer's execution of this LOU as adequate documentation acting in place of Customer's purchase order, should Customer fail to provide one in accordance with Section 3 above. Customer shall not have the right to withhold payment on the basis that no purchase order was submitted.

Customer's purchase of Products shall be governed by Seller's Terms and Conditions of Sales and Service Projects contained in the "Terms & Conditions" link at <https://www.cdw.com/content/cdw/en/terms-conditions/sales-and-service-projects.html>, unless a separate agreement covering the scope of this letter exists between the parties, in which case such agreement shall control. All capitalized terms not defined herein shall have the meanings set forth in the Terms & Conditions, or applicable agreement.

On Behalf of Seller,

Accepted and Agreed:

Butler County PA

By: _____

Name: Leslie A. Osche

Title: Chairman

Date: _____



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote
for

County of Butler, PA

Date 6/30/22
Account Manager Beth Rheiner

VSL Specialist Geoff Bertkau
Channel Price Sheet Month Jun-22

Unless otherwise noted, All Quotes expire upon current month's end

Add On Payment
Customer to make payment to CDW-G

| Microsoft Part # | Description | Level | Quantity | Price | Year 2 Prorated: Extended | # MO |
|---------------------------------|---------------------------------------------|-------|----------|-----------|------------------------------|------------------|
| AAD-86546-12-SLG | M365 G3 Unified GCC SU O365 G3 Sub Per User | D | 725 | \$ 137.50 | \$ 99,687.50 | 12 |
| For purchase made in July 2022. | | | | | Total \$ | 99,687.50 |

Notes

[Terms and conditions of sales and services projects are governed by the terms at http://www.cdw.com/content/terms-conditions/product-sales.aspx](http://www.cdw.com/content/terms-conditions/product-sales.aspx)

Enrollment 8915842 Term: 8/01/2020 - 7/31/2023

Contract ID: CCAPContract2020-IT001

**RESOLUTION OF THE COUNTY OF BUTLER, PENNSYLVANIA
RESOLUTION NUMBER 2022-15**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE COUNTY OF BUTLER**

WHEREAS, the County of Butler agrees that it will be bound by the terms and conditions of the Land and Water Conservation Fund and Pennsylvania Department of Conservation and Natural Resources and the County acknowledges that the does not violate County Code and is consistent with the Commonwealth; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BUTLER, AND IT IS HEREBY RESOLVED, that the County of Butler and its Commissioners hereby authorize its continued understanding of the LWCF Protection affiliated with the property and there will be no sale or conversion of Park Property.

WHEREAS, The Butler County Board of Commissioners recognize and accept the restrictions related to the LWCF investments into Alameda Park Property.

BE IT FURTHER RESOLVED, that the County of Butler does hereby agree to be bound by the terms and conditions of this resolution; and

RESOLVED AND ADOPTED this 13th day of July 2022, at a regular meeting of the Board of Commissioners of the County of Butler, Commonwealth of Pennsylvania.

ATTEST:

BOARD OF COMMISSIONERS

Lori E. Altman
Human Resources Director/Chief Clerk

Leslie A. Osche, Chairman

Kimberly D. Geyer, Vice Chairman

Kevin E. Boozel, M.S., Secretary

County of Butler

Board of Commissioners

124 W. Diamond Street, PO Box 1208, Butler, PA 16003-1208
Phone 724-284-5100 Fax 724-284-5400 TDD 724-.284.5473

Commissioners

Leslie A. Osche, *Chairman*
Kimberly D. Geyer, *Vice Chairman*
Kevin E. Boozel, M.S., *Secretary*



Solicitor

H. William White, III

Director of Human Resources/Chief Clerk

Lori Altman

Budget & Human Services Finance Director

Ann M. Brown

July 13, 2022

Community Parks and Conservation Division
Attn: Beth Helterbran
Department of Conservation & Natural Resources
Bureau of Recreation & Conservation
Rachel Carson State Office Building (RCSOB)
PO Box 8475
400 Market St., 5th Floor
Harrisburg, PA 17105-8475

Re: Alameda Park – LWCF Project Nos.: 42-00080 and 42-01502

To Whom It May Concern:

The County of Butler does not intend to convert the use of Alameda Park from its current use as a recreational park for the citizens of Butler County. There is no pending, proposed or potential sale being contemplated for the park property. The County of Butler confirms its understanding that there is LWCF protection affiliated with the property and that there is to be no sale or conversion of the property. Finally, the County of Butler acknowledges that it will attempt to insert the following "Covenant Language" into the park Deed(s):

This property, or interest in property, was either acquired with, developed or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of

funds is from the Land and Water Conservation Fund Act 54 U.S.C.A. §200301-200310 et seq. (the "Act"), provided through the National Park Service. This property, or any portion of it, will not be converted for purposes other than those authorized under the Act for property acquired and/or developed with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed upon this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner of the property and upon all subsequent owners, successors and assigns. This restriction is enforceable by the Department and its successors.

Leslie A. Osche, Chairman of the Butler County Board of Commissioners

Kimberly D. Geyer, Vice Chairman of the Butler County Board of Commissioners

Kevin E. Boozel, M.S., Secretary of the Butler County Board of Commissioners

WITNESS:

Lori E. Altman, Human Resource Director / Chief Clerk

2022-14

County of Butler, Pennsylvania

RESOLUTION

A RESOLUTION AUTHORIZING LORI ALTMAN, BUTLER COUNTY'S CHIEF CLERK , TO ELECTRONICALLY SIGN THE ATTACHED AGREEMENT ON BEHALF OF BUTLER COUNTY

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BUTLER, AS FOLLOWS:

Lori Altman, Butler County's Chief Clerk is hereby authorized to electronically sign the following Agreement and any Amendments on behalf of Butler County

PENNDOT REIMBURSEMENT AGREEMENT NO.: R 22100003

MPMS NO: 56592

ECMS NO: L 00681

PROJECT NAME: T – 584 GEIBEL ROAD BRIDGE

ADOPTED, by the Board of Commissioners of the County of Butler this 13th day of July, 2022, and to be effective July 13th, 2022.

ATTEST:

BOARD OF COMMISSIONERS

Lori Altman, Human Resources Director /
Chief Clerk

Leslie A. Osche, Chairman

Kimberly D. Geyer, Vice Chairman

Kevin E. Boozel, M.S., Secretary

Date: July 13, 2022

JEFFERSON TOWNSHIP

L. John Cypher, Chairman Date

Witness Date

PENN TOWNSHIP

Samuel Ward, Chairman Date

Witness Date

SLIPPERY ROCK TOWNSHIP

Paul Dickey, Chairman Date

Witness Date

SUMMIT TOWNSHIP

Willie Adams, Chairman Date

Witness Date

BOARD OF COMMISSIONERS:

Leslie A. Osche Date
Chairman

Lori Altman Date
Chief Clerk

Kimberly D. Geyer Date
Vice Chairman

H. William White, III Date
County Solicitor

Kevin E. Boozel Date
Secretary

**RESOLUTION
OF FILING BUTLER COUNTY**

RESOLUTION NO. 2022-13

A Resolution of the COUNTY OF BUTLER, Commonwealth of Pennsylvania, authorizing the submission of an application to the Pennsylvania Department of Community and Economic Development for funding through the Community Development Block Grant-Coronavirus (CDBG-CV) Program, as part of the Coronavirus, Aid, Relief, and Economic Security (CARES) Act [P.L. 116-136], and further certifying compliance with the requirements of said program.

WHEREAS, it is necessary and in the public interest that COUNTY OF BUTLER, Pennsylvania, receive funds from the Commonwealth through the Department of Community and Economic Development in accordance with the Community Development Block Grant-Coronavirus Program; and

WHEREAS, the COUNTY OF BUTLER has the legal authority and responsibility to apply for Community Development Block Grant-Coronavirus funds; and

WHEREAS, COUNTY OF BUTLER have undertaken a considerable citizen participation process including not limited to written invitations to municipalities, informational meetings, hearings and legal notices all of which culminated in the development of a Community Needs Assessment; and

WHEREAS, the COUNTY OF BUTLER are familiar with the requirements of the program as provided for in the Statement of Assurances; and

WHEREAS, COUNTY OF BUTLER wishes to apply for said funds.

NOW, THEREFORE, BE IT RESOLVED by the COUNTY OF BUTLER that its BOARD OF COMMISSIONERS are authorized to have prepared the necessary forms and documents to submit an application to the Department of Community and Economic Development for Community Development Block Grant-Coronavirus funds for the purposes aforesaid; and

BE IT FURTHER RESOLVED, if CDBG-CV funds are determined by the Pennsylvania Department of Community and Economic Development to be expended on ineligible program costs or do not meet a national objective, the COUNTY OF BUTLER agrees to repay the proportion deemed ineligible from non-federal sources.

BE IT FURTHER RESOLVED that the Community Needs Assessment developed in coordination with low and moderate individuals, interested organizations, non-profits and other interested parties through the citizen participation process and municipal information gathering is hereby adopted; and

BE IT FURTHER RESOLVED that the BOARD OF COMMISSIONERS of the COUNTY OF BUTLER is empowered to place his/her signatures, on behalf of the governing body, on necessary application forms and affix thereto the official seal of the COUNTY OF BUTLER.

Adopted by BUTLER COUNTY at the regular meeting on July 13, 2022.



Signed and sealed this
13th day of July, 2022

BOARD OF BUTLER COUNTY COMMISSIONERS

Leslie A. Osche, Chairman

Kimberly D. Geyer

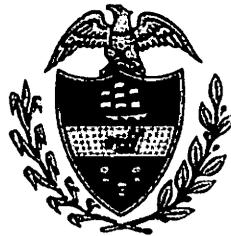
Kevin E. Boozel

ATTEST:

Lori Altman, Chief Clerk/HR Director

COUNTY OF BUTLER
CITIZEN PARTICIPATION PLAN
FOR FEDERAL PROGRAMS OF DCED

County of Butler and CDBG
Entitlements of Jackson, Jefferson,
Penn, Slippery Rock, & Summit
Townships



CDBG, HOME, & ESG Grants

CITIZEN PARTICIPATION PLAN
Community Development Block Grant Program
HOME PROGRAM & ESG PROGRAM

SECTION 1 – INTRODUCTION

The County of Butler has designed this county-wide Citizen Participation Plan, including the entitlements of Jackson, Jefferson, Penn, Slippery Rock, & Summit Townships to provide residents, community organizations, policymakers, and other interested parties the opportunity to fully engage in a significant advisory role throughout the planning, implementation and evaluation of the CDBG, HOME, and ESG programs. This Plan is an essential element of the County's present and future community development process and has been developed to comply with the regulations and requirements of these programs as administered by the Pennsylvania Department of Community and Economic Development (DCED) and the US Department of Housing and Urban Development (HUD). This Plan supersedes all other Citizen Participation Plans which may have been previously adopted by the County of Butler. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

SECTION 2 – PURPOSE OF THE PLAN

The County of Butler will make reasonable efforts to provide for citizen participation throughout the planning, implementation and assessment of CDBG, HOME and ESG program(s) undertaken by the County. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

- a) Identification and assessment of housing and community development needs; determination of CDBG projects and documentation; and the development of CDBG applications;
- b) Modifications to approved CDBG projects; and,
- c) Assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the County of Butler are encouraged to participate at all levels and will be given access to program information during each phase of any program as outlined herein. However, final responsibility and authority for the development and implementation of these program(s) will lie with the County of Butler.

SECTION 3 – CITIZEN PARTICIPATION CONTACT PERSON

The County of Butler's CDBG Administrator has been designated to serve as the contact person for all matters concerning citizen participation activities by the County of Butler. This person shall be responsible for overseeing citizen participation throughout the community development process, and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the contact person shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The CDBG and HOME contact person, Wendy Leslie, may be contacted at 724-284-5303 or by email at wleslie@co.butler.pa.us or by mail at 124 W Diamond St PO Box 1208, Butler, PA 16003-1208. The ESG contact person, Allyson Rose, may be contacted at 724-284-5114 or by email at arose@co.butler.pa.us or by mail at 124 W. Diamond St PO Box 1208, Butler, PA 16003-1208. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation contact person.

SECTION 4 – TECHNICAL ASSISTANCE

The County of Butler’s CDBG Administrator shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of CDBG programs.

Such technical assistance is intended to increase citizen participation in the community development decision-making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided upon request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures, and/or requirements; providing information and/or materials concerning the CDBG program; and, assisting low and moderate income citizens, and residents of blighted neighborhoods to development statements of views, identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance may be obtained by contacting the County of Butler or the Citizen Participation contact person.

Butler County Human Services staff shall provide technical assistance to groups representative of low-income persons that request such assistance in developing proposals for funding received through the Emergency Solutions Grant program. Technical assistance will be provided at subrecipient training and one-on-one meetings as needed.

SECTION 5 – PUBLIC HEARINGS

Citizen participation in the community development process will be conducted on a county-wide basis and will actively involve the views and proposals of all citizens, especially low- and moderate-income persons and residents of areas where CDBG activities are proposed or on-going.

Public hearings will be held during various phases of the planning process for the annual application, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG, HOME and ESG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received and reviewed as part of the application process. Citizens may also express comments and views concerning the community development process or any specific program or project to the governing body at any regularly

scheduled meeting.

Documentation that will be retained in the individual project file will include the Notice, agenda, list of attendees, minutes, and any written comments received.

5.1 – Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas. Public hearings will be scheduled for convenient times as determined by the County of Butler. Public hearings may be held at any site which, in the opinion of the County of Butler, provides adequate access for citizen participation.

Hearings will normally be held at the location and address listed on the notice. These sites are generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the County, be held at an alternate location to be specified in the public hearing notice(s).

The first public hearings of the “OBO” entitlements will be held within the municipality at a location and time most conducive for the entitlement’s residents. Generally, these hearings will be held:

Jefferson Township
157 Great Belt Road
Butler, PA 16002

Penn Township
157 E. Airport Rd.
Butler, PA 16002

Slippery Rock Township
155 Branchton Road
Slippery Rock, PA 16057

Summit Township
502 Bonniebrook Rd.
Butler, PA 16002

Jackson Township
140 Magill Rd
Zelienople, PA 16063

Times will be listed in the public hearing notices.

For the Emergency Solutions Grant program, hearings will normally be held in a conference area located within the Human Service Department or in another area within the Government Center.

Butler County Government Center
124 West Diamond Street
Butler, PA 16001

5.2 – Application Public Hearing

At least two public hearings shall be held prior to the submission of an application to DCED for CDBG assistance. (HOME and ESG only require one public hearing) The primary purposes of the public hearings shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG, HOME and ESG programs; evaluation of the past performance of these programs in the County of Butler and also, to present for public comment and review the program activities which have been selected by the County to resolve the identified needs.

An initial public hearing will be held during the development of each year’s CDBG program to discuss items regarding community development and housing needs, the CDBG program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and

submission of a CDBG application. Local officials will also entertain proposals and comments from citizens concerning community development activities at this hearing.

This hearing will normally serve to discuss and review the information appropriate for all applications submitted by the County during any fiscal year. Substantial changes in community development or housing needs in the community as determined by local officials may necessitate another hearing to fulfill the role of the first public hearing prior to the submission of other CDBG applications later in the fiscal year.

Citizens will be provided with information concerning the CDBG program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives of the CDBG program; the total amount of CDBG funds available; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG application; the application timetable(s); activities previously funded in the County through the CDBG program; and, an identification of projects which could result in the displacement of area residences or businesses; and the actions that would be undertaken if such relocation were necessary. Furthermore, the effectiveness of the Citizen Participation Plan in allowing citizen participation in the community development process and potential changes and/or amendments to the Plan will also be discussed at this meeting.

A second public hearing will be held prior to the Commissioners' approval and submission of a CDBG application. The objective of this second hearing is to inform citizens of the proposed project activities to be included in the CDBG application(s) and to solicit comments from citizens concerning these activities. The second public hearing will include all of the activities of the "OBO's in one hearing.

Citizens attending this second hearing will be provided with information concerning the CDBG project(s) proposed including, but not necessarily limited to: specific project activities to be included; the location of the project activities; the approximate cost estimate for the proposed activities; the impact of the project on low- and moderate-income persons; and, the anticipated application submittal date.

The County may, at the option of local officials, review multiple CDBG project applications at one hearing when more than one application is to be submitted during the same fiscal year, for example a competitive application. Each such hearing shall be held prior to, and in preparation for, the application's approval by the Butler County Commissioners.

5.3 – Modification Public Hearings

The County of Butler will assure the opportunity for citizen participation during the consideration of any modifications to previously- approved CDBG, HOME or ESG program(s). Citizen participation shall be obtained and considered prior to the approval of any modification to these programs which involves the addition of any new activity and/or the deletion of any previously-approved activity. Citizen participation will also be sought in the event that the service area or beneficiaries of an activity are substantially changed from what has been approved by DCED.

To ensure adequate opportunity for citizen participation, the County shall hold a public hearing on all formal modifications which require the approval of DCED. For budget revisions (as defined by DCED) input from citizens concerning changes or amendments will be received at regularly scheduled meetings of the County of Butler Commissioners where such changes or amendments are considered.

5.4 – Additional Hearings

Other public hearings may be held as deemed necessary by the County of Butler Commissioners in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings

shall comply with the requirements set forth in this plan.

5.5 – Public Hearing Notice

Notice of public hearings will be posted on the County of Butler’s website (web link) under the CDBG section of the homepage and will be published in local newspaper at least five (5) days prior to the hearing date. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed. Notices for public hearings may be published or posted, separately or together, as may be deemed appropriate by the County of Butler Commissioners. Notices must also give the necessary information about how the citizen can provide written comment. It should include the address, e-mail of the County of Butler contact person and the deadline comments will be accepted. The County of Butler will give a minimum of ten (10) days from the day after publish/post date for receipt of written comments.

Documentation to be retained for the citizen participation requirement will be retained in the individual annual application or project file to include the following where applicable: a screen shot of the public notice on the website that includes a date, a proof of publication from the newspaper, any written comments received during the citizen comments period and a copy of the notice.

Notice of Public Hearings for the Emergency Solutions Grant Program will be posted in the County of Butler’s website <https://www.butlercountypa.gov/> under the Human Service Department homepage and calendar, published in the non-legal section of the Butler Eagle and posted on the Butler County Local Housing Options Team Facebook page at least 5 days business days prior to the public hearing. All notices will include the Fair Housing logo.

Documentation for the citizen participation requirement will be retained in the individual grant file and will include a screen shot of the public notice on the website, proof of publication from the Butler Eagle and a screen shot of the post on the Butler County Local Housing Options Team Facebook page.

5.6 – Accessibility to Low- and Moderate-Income Persons

The public hearing procedures outlined herein are designed to promote participation by low- and moderate-income citizens, as well as residents of blighted neighborhoods and CDBG project areas. Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded, or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low- and moderate-income persons and holding public hearings in low- and moderate-income neighborhoods or areas of existing or proposed CDBG project activities.

5.7 – Accessibility to Persons with Disabilities

The locations of all public hearings described herein shall be made accessible to persons with disabilities. The County shall attempt to provide reasonable accommodations whenever the Citizen Participation contact person is notified at least 72 hours before the hearing that one or more persons with hearing, vision, mobility, or developmental disabilities will be in attendance.

5.8 – Accessibility to Persons with Limited English Proficiency

The County shall provide translators for citizens with limited English proficiency whenever the Citizen Participation contact

person is notified at least 72 hours before the hearing or if the County knows that a proposed activity will be benefitting a neighborhood that has limited English proficiency and it is expected that residents will be in attendance.

SECTION 6 – PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of the County shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG, HOME and ESG program information, the Citizen Participation contact person will keep all documents related to these programs on file in the County of Butler CDBG & Human Services offices or another nearby County facility, which will be identified in the notice. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials, concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan. Furthermore, information concerning any CDBG project will be available at regularly scheduled County Commissioner meetings where the program is discussed.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearings; mailings and promotional materials; prior CDBG, HOME and ESG program applications; letters of approval; grant agreements; environmental review records; financial and procurement records; project design and construction specifications; labor standards materials; performance and evaluation reports; other reports required by DCED and/or HUD; proposed and approved program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from the County; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall the County disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the County shall not disclose any information which may, in the opinion of the County of Butler Commissioners, be deemed of a confidential nature.

SECTION 7 – PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of the CDBG, HOME and ESG programs at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of these programs on a continuous basis, citizens may, at any time, submit written comments or complaints to the County.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments, or objections in writing to the County of Butler's CDBG Administrator. Should, after at least fifteen days, a party believes that his/her comment or complaint has not been properly addressed or considered by the County of Butler CDBG Administrator, then the aggrieved may appeal his/her case to the Butler County Commissioners.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15)

working days of the receipt of such comments or complaints where practicable. Should the County of Butler Commissioners be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to DCED.

Citizens may, at any time, contact DCED and/or HUD directly to register comments, objections or complaints concerning the County's CDBG, HOME or ESG application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting DCED or HUD.

All comments or complaints submitted to DCED or HUD shall be addressed in writing to:

PA Department of Community & Economic Development
Center for Community and Housing Development
Commonwealth Keystone Building, 4th Floor
400 North Street
Harrisburg, PA 17120

Or:

US Department of Housing & Urban
Development Office of Community Planning and
Development The Wanamaker Building
100 Penn Square East, 12th
Floor Philadelphia, PA 19107

Records of all comments, objections and/or complaints by citizens concerning these programs and subsequent action taken in response to those comments shall be maintained on file at the County of Butler's CDBG or Human Services office, where applicable and shall be made available for public inspection upon request.

SECTION 8 – AMENDMENTS

The County may, from time to time, modify the provisions outlined herein through an amendment to this Citizen Participation Plan. It shall be the policy of the County to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the County. To this end, the effectiveness of the Plan will be discussed at public hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Plan will be made as necessary. All amendments shall be approved by the County of Butler Commissioners and shall be incorporated into this Plan.

SECTION 9 – AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected and appointed officials of County of Butler in the development, implementation, and execution of any Community Development Block Grant program.

SECTION 10 – OTHER SPECIAL PROJECT GRANTS OR EMERGENCY DECLARATIONS:

In the event that other federal special programs are awarded to the Commonwealth of Pennsylvania or an

emergency declaration is made that affects the administration of the existing federal programs, that are authorized under the Housing and Community Development Act of 1974, as amended and administered by DCED, the citizen participation requirements will be followed in accordance with either the statute or regulations set forth for the program or provide HUD with a request for waivers to the citizen participation process in accordance with information provided by HUD. Once the waiver is granted by HUD to the Commonwealth, the special conditions will be passed to its grantees, if necessary, to streamline the citizen participation process in accordance with the regulations in place.

The County of Butler must amend their Citizen Participation Plan if the required action is not already covered in their Citizen Participation Plan.

Amendment – 4-2020 - CARES ACT Authorization:

Emergency Declaration Citizen Participation and Expedited Modification Process:

Coronavirus Aid, Relief, and Economic Security Act (CARES Act) allows for a grantee to adopt and use expedited procedures to prepare, propose, modify, or amend its statement of activities to the FY 2019 and FY 2020 grant and new CARES funding related to the use of funding to address emerging COVID-19 response.

As long as national or local health authorities recommend social distancing and limiting public gatherings for public health reasons, Grantees do not need to hold in-person public hearings but “shall provide citizens with notice and a reasonable opportunity to comment of no less than 5 calendar days. A “grantee may create virtual public hearings to fulfill applicable hearing requirements for all grants from funds made available under this law”. Any virtual hearing “shall provide reasonable notification and access for citizens in accordance with the grantee’s certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses”.

APPROVED this 13th day of July, 2022

The Butler County Board of Commissioners

Leslie A. Osche, Chairman

Kimberly D. Geyer, Commissioner

Kevin E. Boozel, Commissioner



ADDENDUM TO PRINTING AGREEMENT

AND NOW, the parties hereto, the County of Butler, whose primary address is 124 West Diamond Street, P.O. Box 1208, Butler, Pennsylvania 16003-1208 (hereinafter referred to as the "County"),

**A
N
D**

Minuteman Press, through its owner/operator, Josh Ice, with a primary address of 112 Hollywood Drive, Suite 103, Butler, Pennsylvania 16001 (hereinafter referred to as the "Printer").

WITNESSETH

WHEREAS, the County entered into a Printing Agreement on July 1, 2015 for the provision of certain printing services; and

WHEREAS, the County and the Printer agreed (on or about February 5, 2021) that Printer would accept assignment of the rights and obligations of the Printing Agreement and agree to accept the position of "Printer", as set forth within the original Printing Agreement; and

WHEREAS, the County and Printer now wish to amend the Printing Agreement so as to extend the terms and conditions of the Agreement for printing services; and

WHEREAS, the County and Printer have agreed to some minor modifications of the terms and conditions of the original Printing Agreement and wish to set forth the modifications immediately herein below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties intending to be legally bound hereby, for good and valuable consideration, do hereby agree to amend the original Printing Agreement, dated July 1, 2015, by adding the following addendum:

SECTION III

TERM

- This Section is amended to provide that the term of the Agreement shall be extended so as to run for another three (3) year period extending from July 1, 2022 through June 30, 2025. Thereafter, the Agreement may be renewed for successive one (1) year periods without further action by the parties or may be terminated at the end at the end of the three (3) year period (or during any renewed one (1) year period) by providing not less than ninety (90) days prior written notice.

- Section III is further amended to allow Printer a single six-percent (6%) increase of the costs as otherwise outlined in Attachment A. The six-percent (6%) increase shall go into effect on July 1, 2022. There shall be no further increase in the cost of prices during the term of this Agreement other than as stated herein. However, in the event that the Printer wishes to increase the cost of prices (or wishes to charge additional fees in relation to an individual project/order), Printer may request such an increase; but the increase will only be allowable if agreed to by mutual agreement of the parties hereto.

- In all other respects, the parties each agree that the remainder of the terms and conditions, as set forth in the original Printing Agreement dated July 1, 2015, and all other subsequent renewals thereto are accepted and adopted as if fully set forth within this Addendum.

IN WITNESS WHEREOF, the parties hereto have hereby set their hand and seals, causing this Addendum to be executed and legally binding on the date and year set forth next to their respective signatures. To the extent that the Addendum is not executed on the same date by both parties, then it shall be effective upon execution by the latter party. The term and price increase, however, shall be deemed to be effective on July 1, 2022 regardless of the date of execution.

ATTEST:

**THE COUNTY OF BUTLER
By its BOARD OF COMMISSIONERS**

Lori E. Altman
Human Resources Director/Chief Clerk

Leslie A. Osche, Chairman
Date: _____

Kimberly D. Geyer, Vice Chairman
Date: _____

Kevin E. Boozel, M.S., Secretary
Date: _____

WITNESS:

Cindy G. Krüss

MINUTEMAN PRESS

Josh Ice

Josh Ice, Owner

Date: 6/30/22

BUTLER COUNTY COMMISSIONERS'
RATIFICATION OF PERSONNEL TRANSACTIONS

July 13, 2022

Facilities & Operations

| | | | |
|------------------------------------------|------------|--------------------------------------|-----------------------------------------------|
| SWITZER, Thomas (Rep H. Bartolicius) | 07/05/2022 | Laborer/1,000 hours | \$13.5000/hr. NO BENEFITS NO RETIREMENT |
| WRACKER, Christopher (Rep. C. Dingel) | 07/18/2022 | Custodial Worker I/Oncall/1,000 hrs. | \$15.4634/hr. NO BENEFITS NO RETIREMENT |

Parks & Recreation

| | | | |
|-------------------------------------|------------|-------------------------|----------------------------------------------------------------------------------|
| LAWRENCE, Brandon (Rep. C. Robb) | 06/20/2022 | Camp Counselor/Seasonal | \$11.5000/hr. NO BENEFITS NO RETIREMENT |
| SNYDER, Eric (New Position) | 07/05/2022 | Program Manager/F.T. | *Grade 6 (20.3036-28.4251) \$24.3644/hr. BENEFITS PER POLICY RETIREMENT |

Submitted:
07/07/2022 by AR

PA-BUTLER-22-1134-A-000106

BUTLER COUNTY
NOTICE OF ACTION TAKEN
BY ELECTED OFFICIALS

JULY 13, 2022

Judicial/Court Administration (by President Judge Dr. S. Michael Yeager)

| | | | |
|--------------------------------------------|------------|----------------------------------------------------------------|--------------------------------------------------------|
| STEINHISER, Melissa (Rep. R. Daugherty) | 07/18/2022 | District Justice Clerk/Floater/F.T. (Butler City DJ Office) | \$17.0769/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|--------------------------------------------|------------|----------------------------------------------------------------|--------------------------------------------------------|

Prothonotary (by Kelly Ferrari)

| | | | |
|------------------------------------------|------------|---------------------------------------|-----------------------------------------------|
| ROVITO, Jessica (Rep. A. Christensen) | 07/18/2022 | Clerk Typist I (Less than 1,000 hrs.) | \$15.9104/hr. NO BENEFITS NO RETIREMENT |
|------------------------------------------|------------|---------------------------------------|-----------------------------------------------|

Sheriff's Office (by Sheriff Slupe)

| | | | |
|---------------------------------------|------------|--------------------|--------------------------------------------------------|
| RAYBUCK, Kristy (Rep. M. Hesidenz) | 07/06/2022 | Sheriff Clerk/F.T. | \$17.4251/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|---------------------------------------|------------|--------------------|--------------------------------------------------------|

BUTLER COUNTY BOARD OF COMMISSIONERS

Public Meeting

Wednesday, July 27, 2022

10:00 AM

AGENDA

I. CALL MEETING TO ORDER

II. MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT ON AGENDA ITEMS

IV. APPROVAL OF MINUTES

- July 13, 2022, Public Meeting

V. PROCLAMATIONS AND PRESENTATIONS

VI. OLD BUSINESS

VII. BOARD OF ELECTIONS

VIII. NEW BUSINESS

A. District Attorney

1. Approval to apply for the 2023/24 Rights and Services Act (RASA) Grant. The allocation for this non-competitive grant is \$355,435 and would run from 1/1/23 - 12/31/24. The application deadline is 9/2/22.
2. Approval to apply for the 2023/24 Victims of Juvenile Offenders (VOJO) Grant. The allocation for this non-competitive grant is \$74,770 and would run from 1/1/23 - 12/31/24. The application deadline is 9/2/22.

B. Emergency Services

1. Approval of a GIS contract with Mission Critical Partners (MCP) to clean-up GIS data for NG911, in the amount of \$45,000, for a 12-month term. This contract is 100% funded by 911 funds for the 15% shared project.
2. Approval of a Quote Confirmation with CDW G LLC to purchase 250 Sonic Wall VPN licenses at a cost of \$1,704.86. This will allow utilization of tablets or IOS devices as MDT's with the CAD.

C. Human Services (See Attachment Book for details)

1. Approval of the contract amendment for FY 2021/22 with Catholic Charities ESG Amendment #3 - amended to extend the contract end date from 6/30/22 to 8/31/22 and decrease the program by \$9,750 for a new program maximum of \$1,411,492.
2. Approval of the contract amendment for FY 2020/21 for The Care Center CV Amendment #2 - amended to extend the contract end date from 6/30/22 to 8/31/22 and increase the contract by \$12,750 for a new program maximum of \$121,682.
3. Approval to reappoint Cathryn Heakins for a second three-year term (8/8/22 - 8/7/25) on the MH/EI/ID Advisory Board.

- D. Human Services - Drug & Alcohol (See Attachment Book for details)**
1. Approval to appoint Joshua Hakeem to the Drug & Alcohol Advisory Board for the three-year term 7/27/22 - 7/26/25.
 2. Approval of the following contracts for FY 2022/23:
 - a. Abstinent Living at the Turning Point
 - b. Bowling Green Brandywine
 - c. White Deer Run
 - d. Foundations Medical Services
 - e. Cove Forge Behavioral Health System
 - f. Pyramid Healthcare
 - g. Arc Manor
 - h. Alpine Springs LLC
 - i. Resolutions Recovery LLC
- E. Human Services - Children & Youth (See Attachment Book for details)**
1. Approval of the following contracts with Butler County Children & Youth/Juvenile Probation for the FY 7/1/22 - 6/30/23:
 - a. Achieva Support
 - b. Adoption Connection
 - c. Alliance for Nonprofit Resources
 - d. Alternative Living Solutions
 - e. Benjamin J. Yaroch, LCSW, ACSW
 - f. Bethany Christian Services
 - g. Bethesda Lutheran Services
 - h. Butler County Alliance for Children dba The Children's Advocacy Center of Butler County
 - i. CAPS Agreement
 - j. Center for Community Resources
 - k. Check Your Mate Investigations
 - l. Child & Adolescent Clinical Associates
 - m. City Mission - Living Stone, Inc. (ASPIRE)
 - n. Community Specialists Corporation dba New Outlook Academy
 - o. David M. Crissman, Esq.
 - p. District of Belmont - Harrison
 - q. Dr. Eric Bernstein
 - r. Family Pathways
 - s. Glade Run Lutheran Service
 - t. Jefferson County Detention

- u. Justice Works Youth Care, Inc.
- v. Kathy's Care Adult Homes LLC
- w. Katie L. Haun
- x. Keystone Adolescent Center
- y. MHY Family Services
- z. Nicole L. Thurner, Esq.
- aa. Perseus House
- bb. Pressley Ridge
- cc. The Children's Institute (Project Star)
- dd. Three Rivers Adoption Council
- ee. Totin Family Services
- ff. Vocational & Psychological Services

F. Human Services - Area Agency on Aging

1. Approval of a contract with Lamar Advertising for advertising displays for the current vacant senior center positions. The display is for the period 8/8/22 - 9/4/22 for a total cost of \$3,000. The display has been approved by the State; there are no County funds involved; payment will be made out of the Aging Block Grant.

G. Planning

1. Approval to enter into a contract with Pittsburgh Gateways Corporation for the purpose of developing a Reuse Plan for the Butler Middle School site. A Request for Qualifications was published in the Butler Eagle on July 13, 2022 with all responses due by July 22, 2022. Pittsburgh Gateways Corporation responded to the RFQ by the deadline and was deemed most qualified by the Department of Economic Development and Planning. County payments under this contract will be made exclusively from proceeds from the 2021 U. S. EPA Grant to Butler County, pending Solicitor review and with authorization for Mark Gordon to sign.

H. Planning - Property & Revenue

1. Approval/authorization to sell the following six properties at the auction scheduled for Wednesday, August 17, 2022, at 12:00 p.m.
 - a. 080-S2-15/16-0000, Whitmire R. J. HRS, Center Avenue, Clay Township
 - b. 080-S2-15/23-0000, Davidson, James W., Center Avenue, Clay Township
 - c. 080-S2-15/24-0000, Grossman, J. H., Center Avenue - Walnut Street, Clay Township
 - d. 080-S2-18/23-0000, Hunter, Ethel, South of Queen Junction Road, Clay Township
 - e. 080-S2-18/24-0000, Francis, John L. HRS, Commerce Avenue, Clay Township
 - f. 080-S2-19/26-0000, Patto, Louis, Commerce Avenue, Clay Township

I. Commissioners

1. Approval to unassign the funds the County has reserved for the Conservation District and approval of \$200,000 of these funds be transferred to the Conservation District to be used as an upfront payment on a 20-year lease extension from 7/1/24 - 6/30/44 at the Bantam Commons.
2. Approval of an Addendum to the original engagement letter with Maher Duessel to add Other Services - Agreed-Upon Procedures - SEFA Reconciliation and CYS Monitoring Schedule. All other terms of the original letter remain the same.
3. Approval of a Memorandum of Understanding with the Butler County Airport Authority on behalf of the Pittsburgh Butler Regional Airport to utilize Coronavirus State and Local Fiscal Recovery Funds to assist the Authority in making necessary investments in infrastructure improvements for water, sewer and business development infrastructure.
4. Approval of a Memorandum of Understanding with the Community Development Corporation to utilize Coronavirus State and Local Fiscal Recovery Funds to encourage, promote and provide economic growth, including the engineering, planning and development of grant opportunities throughout Butler County.
5. Approval of a Letter of Understanding with Butler County Community College reaffirming the County's obligations set forth in the MOU approved in December 2021 for the support and funding for the County's Empowerment Initiative. This LOU will confirm the funding sources (i.e. State Facility Closure Funding Program and the Coronavirus State and Local Fiscal Recovery Funds).

IX. APPROVAL OF BUDGETARY TRANSFERS, RATIFICATION OF PERSONNEL TRANSACTIONS, TRAVEL REQUESTS, REQUISITIONS AND CHECK REGISTER

X. CONFERENCE TIME WITH MEDIA

XI. PUBLIC COMMENT ON GENERAL ITEMS

XII. ADJOURNMENT

BUTLER COUNTY COMMISSIONERS' MEETING SCHEDULE

NEXT PUBLIC MEETING:

Wednesday, August 17, at 10:00 a.m.

Public Meeting Room, 1st Floor Government Center

Public Meeting Calendar is available online at <https://www.butlercountypa.gov>

NOTE: Agenda is subject to change due to unforeseen circumstances.

BUTLER COUNTY BOARD OF COMMISSIONERS
Public Meeting
Wednesday, July 13, 2022
10:00 a.m.

MINUTES

PRESENT:

Chairman Leslie Osche
Commissioner Kimberly Geyer
Commissioner Kevin Boozel
Lori Altman, Dir. Human Res./Chief Clerk
Ann Brown, Budget & HS Finance Director
Maria Malloy, Admin. Assistant
Lori Shah, Admin. Assistant
Pam Hammonds, Admin. Assistant
Matthew Vickless, Commissioners' Office
Jade Bowers, Elections
Mary Lou Cypher, Controller's Office
B. J. Edwards, AAA
Amanda Feltenberger, Human Services
Mark Gordon, Planning
Kevin Gray, Planning
Beth Herold, AAA
Mike Hillwig, F&O
Wendy Leslie, Planning – CDBG
Chantell McCurdy, Elections
Marni Rettig, Human Services
Doug Ritson, Adult Probation
Jim Venturini, IT
Lance Welliver, Parks & Recreation
William Young, Coroner

VISITORS:

Corey Check, Winfield Twp.
Carol Christner, Clinton
Matt Cornetti, Clinton
Steve Crawford, East Butler
Erik Edwards, Penn
Kimberly Hall, Forward
Brian Lefever, Butler Twp.
Carrie McEvoy, East Butler
Edie Rath, Penn
Dan Sainovich, Ohioville
Jennife Steele, Summit Twp.
Kelly Sumanski and son
Nina Teff, Butler Twp.
Tom B., Forward Twp.

MEDIA:

Steve Ferris, Butler Eagle
Tyler Friel, Butler Ratio

CALL MEETING TO ORDER

The regular public meeting of the Butler County Board of Commissioners was called to order by Chairman Leslie Osche at 10:10 a.m. on Wednesday, July 13, 2022, in the Public Meeting Room, 1st Floor Government Center.

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

A moment of silent prayer was observed, followed by the Pledge of Allegiance.

PUBLIC COMMENT ON AGENDA ITEMS

No public comment was made.

APPROVAL OF MINUTES

Chairman Osche called for a motion to approve the June 22, 2022 Public Meeting minutes.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

PROCLAMATIONS AND PRESENTATIONS

-- Proclamation: Parks and Recreation Month – July 2022

OLD BUSINESS

None

BOARD OF ELECTIONS

None

NEW BUSINESS

A. Court Administration

1. Doug Ritson requested approval of a Statement of Work with CDI BTM for Adult Probation contract changes as follows:
 - a. Software license increase from \$375/month to \$400/month for each of the 39 licenses, for the period 6/20/22 – 12/31/22, pending Solicitor review.
 - b. \$1,000 LSCMI, new yearly support charge, for Adult Probation's offender assessment tool used to evaluate risk/needs levels for appropriate supervision. MHS (the assessment tool's vendor) causes BTM/CDI to perform a lot of support within the Adult Probation Case Management software, so this yearly charge has been added, for the period 6/20/22 – 12/31/22, pending Solicitor review.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. An amended motion was made by Commissioner Boozel and seconded by Commissioner Geyer in order to add pending Solicitor review. The motion carried unanimously.

B. Elections

1. Chief Clerk Lori Altman requested ratification to submit Notice of Intent to apply for Election Security Grant Funds in the amount of \$16,960.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

Chairman Osche announced that three precincts (a large, a medium and a small) would be randomly picked at the end of today's public meeting and those precinct's votes from the 2020 election would be counted by the Elections staff by hand.

C. Treasurer

1. On behalf of Diane Marburger, Chief Clerk Lori Altman requested approval for the County to acquire the MUNIS Cash Management Module with Tyler Technologies for use in the Treasurer's Office. The one-time fee is \$30,746 with a recurring fee of \$4,016, with authorization for the Chairman to sign.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

D. Facilities & Operations

1. Mike Hillwig requested approval of an Order Form with The Verdin Company for repairs to the Courthouse Clock Tower in the amount of \$22,515 (equipment - \$16,495/supervised labor – \$6,020), with authorization for the Chairman to sign.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

E. Human Services

1. Marni Rettig requested approval of an agreement between BHC Advanced Services, Inc. and Butler County Human Services for the period 7/1/22 – 6/30/23. This contract funds the Butler County Mental Health Department Forensic Services Manager position to a maximum amount of \$95,025 annually.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

2. Marni Rettig requested approval of the following contract amendments for FY 2021/22:
 - a. Catholic Charities Amendment #1 – adjust the following:
 - o Reduce Emergency Shelter by \$13,462
 - o Reduce Rental Subsidy by \$3,232
 - o Reduce Winter Housing Services by \$23,880
 - o Increase Case Management by \$105,574

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

- b. Milestone Amendment #2 – add \$519,986 for ARPA Emergency Kits funding.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

F. Human Services – Area Agency on Aging

1. Beth Herold requested approval for the renewal of the Home Support Services and Personal Care Services contracts with Community Resources for Independence for the period 7/1/22 – 6/30/23. There is no rate increase; there are no County funds involved; payment will be made out of the Aging Block Grant. Rates are as follows:
 - o Personal Care Contract: \$26.41/hour
 - o Home Support Contract: \$25.99/hour – basic/\$29.59/hour – intermediate

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

2. Beth Herold requested approval to reappoint the following board members for an additional three-year term (7/1/22 – 6/30/25):
 - a. Margaret King
 - b. Rick Kremer
 - c. Bob Lutz
 - d. Charlotte Lutz
 - e. Sue Murray

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

G. Information Technology

1. Jim Venturini requested approval to enter into a contract with CDI for Network Penetration Testing with Vulnerability and Gap Assessments for a total cost of \$36,060, with authorization for the Chairman to sign.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. Jim Venturini requested approval of an annual Agreement with Tyler Technologies to provide services for our MUNIS financial system in the amount of \$13,500 for 15 days of flex training, with authorization for the Chairman to sign.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

3. Jim Venturini requested approval of a Letter of Understanding with CDW (last year of a 3-year contract) to purchase Microsoft Full Enterprise Agreement renewal in the amount of \$197,668.66, with authorization for the Chairman to sign.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

4. Jim Venturini requested approval of a Letter of Understanding with CDW (an add-on to the existing contract) to purchase Microsoft set-up from Office 365 to Microsoft 365 in the amount of \$99,687.50, with authorization for the Chairman to sign.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

H. Parks & Recreation

1. Lance Welliver requested approval of Resolution No. 2022-15, wherein the County of Butler agrees that it will be bound by the terms and conditions of the Land and Water Conservation Fund.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

I. Planning – Bridges

1. Kevin Gray requested approval of the Reimbursement Agreement with PennDOT for the replacement of County Bridge #70, the Neigh Wadsworth, on Geibel Road in Summit Township, with authorization for the Chief Clerk to sign the agreement and any addendums and/or exhibits. This bridge is 100% federally funded, except the purchase of Right of Way.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. Kevin Gray requested approval of Resolution No. 2022-14, authorizing Lori Altman, Butler County's Chief Clerk, to electronically sign any future addendums and/or exhibits, after Commissioners' approval.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

J. Planning – CDBG

1. Wendy Leslie requested approval of an amendment to a Cooperation Agreement between the County of Butler, the Townships of Jefferson, Penn, Slippery Rock and Summit, and the Redevelopment Authority of the County of Butler, to change the deadline date on the housing

rehabilitation program funds using 2020 CDBG-CV funds from 7/1/22 to 12/31/22. This is due to an extension recently granted by DCED; there are no County funds involved.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

2. Wendy Leslie requested approval to submit a CDBG-CV grant application to DCED for assistance for the Marion Township (Boyers) sewer project in the amount \$3,755,698. This is a competitive grant and there are no guarantees we will receive any funding. The application is due to DCED on 8/1/22; there are no County funds involved; with authorization for the Chairman to sign all the applicable documents.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

3. Wendy Leslie requested approval of Resolution No. 2022-13, which is to file for the 2022 CDBG-CV (Covid) competitive funding for the Marion Township sewer system. The application is due to DCED By 8/1/22.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

4. Wendy Leslie requested approval to readopt the Citizens Participation Plan to include the new CDBG entitlement of Jackson Township. The Plan is a federal requirement on how we hold our public hearings to allow for citizen participation on CDBG, HOME and ESG related issues. The rest of the plan remains the same as approved on 4/29/20.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

5. Wendy Leslie announced that the Section 504 Officer for the County of Butler is Chief Clerk, Lori Altman. This ensures that all County properties are ADA compliant and investigates any complaints of non-compliance. No action is needed.

K. Commissioners

1. Chief Clerk Lori Altman requested approval of an Addendum to a Printing Agreement with Minuteman Press, for the three-year period, 7/1/22 – 6/30/25, which includes a 6% increase of costs, effective 7/1/22.

Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously.

2. Chief Clerk Lori Altman requested ratification of the firm name change to Gabriel Fera P.C.

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

Visitor, Boy Scout Sumanski, pulled the following names of the precincts to be reviewed:

- o Middlesex Township South (Large)
- o Donegal Township (Medium)
- o Butler City 4-1 (Small)

APPROVAL OF BUDGETARY TRANSFERS, RATIFICATION OF PERSONNEL TRANSACTIONS, TRAVEL REQUESTS, REQUISITIONS AND CHECK REGISTER

Commissioner Geyer made the motion; seconded by Commissioner Boozel. The motion carried unanimously.

CONFERENCE TIME WITH MEDIA

PUBLIC COMMENT ON GENERAL ITEMS

The following individuals spoke briefly: Dan Sainovich (Comprehensive Annual Financial Report) and Steve Crawford (2020 Elections).

ADJOURNMENT

There being no further business, Chairman Osche called for a motion to adjourn. Commissioner Boozel made the motion; seconded by Commissioner Geyer. The motion carried unanimously. The meeting adjourned at 11:17 a.m.

Respectfully submitted,

Pam Hammonds
Recording Administrative Assistant
Approved: _____

BUTLER COUNTY COMMISSIONERS' MEETING SCHEDULE:

NEXT PUBLIC MEETING: Wednesday, July 27, 2022, at 10:00 a.m.
LOCATION: Public Meeting Room, 1st Floor, Government Center

Public Meeting Calendar is available online at <https://www.butlercountypa.gov/>

NOTE: Agenda is subject to change due to unforeseen circumstances.



Proposal

Geographic Information System Services

May 6, 2022

Butler County, Pennsylvania

AMERICAN
OVERSIGHT

M
MissionCriticalPartners

PA-BUTLER-22-1134-A-000118

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Introduction Letter

May 6, 2022

Steve Bicehouse
Director
Butler County Emergency Services
120 McCune Drive
Butler, PA 16001

Re: Proposal for Geographic Information System Services

Dear Mr. Bicehouse:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide this proposal to Butler County for geographic information system (GIS) services.

MCP's goal is to help our clients implement resilient, effective and future-focused GIS solutions to improve emergency response—**because the mission matters**. If you have any questions regarding the information submitted, please contact me at 724.964.2005, or via email at BrianMelcer@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind Butler County to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC



Brian R. Melcer, ENP
Senior Program Manager

Your Mission Matters

At MCP, Our Mission Is Simple: To Improve Emergency Response and Justice Outcomes

We are committed to working collaboratively with you to implement successful solutions for your networks, data, and operations. More than just a consultant, we act as trusted advisors to our clients, striving to deliver value, efficiency, and fresh ideas—all while mitigating risk. We are solely focused on the public safety, justice, healthcare and critical communications sectors, and what makes us different is our holistic perspective. A leading provider of data integration, consulting, network and cybersecurity services, our vision is to transform the mission-critical communications and public-sector networks and operations into integrated ecosystems.

More importantly, we stand behind the significance of the work our clients do and how critical their missions are—not just for their organizations, but because their communities are counting on them. While we are proud to have the largest, most experienced team of specialized experts in the industry, our greatest pride comes from applying this expertise to work side by side with our clients to implement the best possible solutions—because the mission matters.

By the Numbers



Since 2009, MCP has supported 2,200+ projects for 750+ public-sector and critical communications agencies



We serve clients in 48 states and 95% of the nation's largest metropolitan areas



Our staff consists of 200+ subject-matter experts, each with an average of 25 years of experience, dedicated to supporting our clients and their missions



We create significant project cost savings for our clients—often 15%, sometimes more



More than 90% of our clients remain with us from project to project



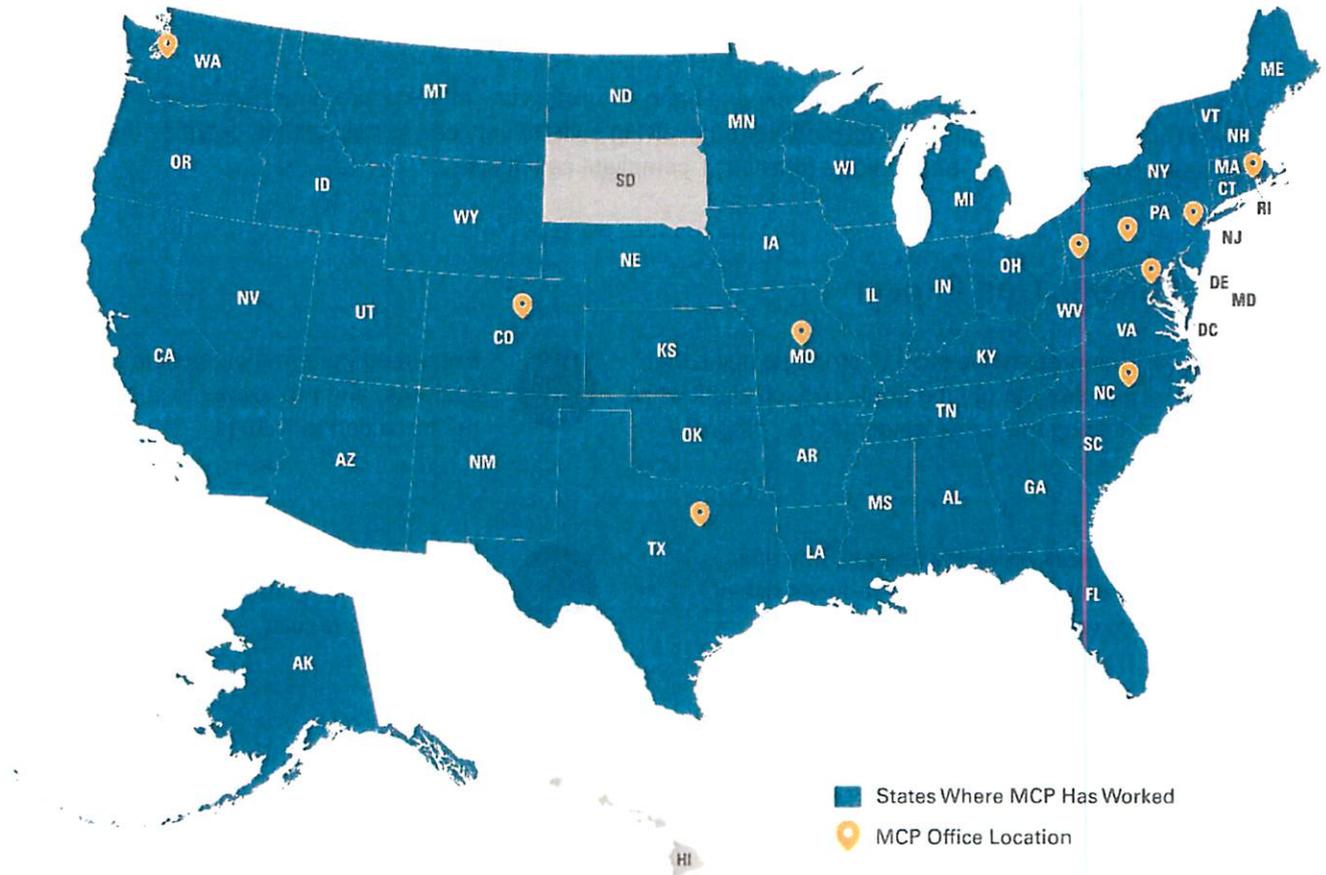
BECAUSE
THE MISSION
MATTERS



Nationwide Expertise, Local Insight

Turning Client Goals into Reality

With satellite offices, subject-matter experts, and project managers located across the country, MCP can deliver the right team, with the right experience and expertise, to every client, anywhere in the country.



Corporate Headquarters

690 Gray's Woods Blvd., Port Matilda, PA 16870
Phone: 888-862-7911

Mission Critical Partners Branch Offices

Denver, Colorado Silver Spring, Maryland Jefferson City, Missouri

Summit, New Jersey Raleigh, North Carolina Cranberry Township, Pennsylvania

Providence, Rhode Island Southlake, Texas Seattle, Washington

About MCP'S NG911 Solutions

Putting You on the Path to Next Generation 911

Public safety agencies need to prepare for the new technologies, operational processes, and training required to thrive in a Next Generation 911 (NG911) environment. At Mission Critical Partners, our extensive experience in the strategic planning, design, acquisition, deployment, and maintenance of everything NG911-related gives our project teams the expertise needed to help emergency response organizations reinvent themselves. We guide our clients as they build resilient, secure, sustainable NG911 systems that will dramatically improve emergency response outcomes for the communities they serve.

Mission Critical Partners' subject-matter experts bring a holistic view of the entire emergency communications ecosystem to each project. They also deliver an evolving suite of services to help clients optimize their technologies, operations, and policies for NG911-compliant call delivery.

MCP Clients Can Expect



Comprehensive NG911 strategic plans that address the unique goals of each client while yielding the same outcome, i.e., progress



Enhanced governance, policies, systems, and processes to support the transition to NG911



Network reliability and security after implementation and a reduced risk of downtime



A structured approach to ensure smooth implementation and sustainable results



Data integration and analytics support designed to help improve emergency response capabilities

Mission Critical Partners will partner with Butler County (County) to review all relevant findings and work collaboratively to establish a recommended path of action items across all aspects of the geographic information system (GIS) readiness process to bring the project to fruition.

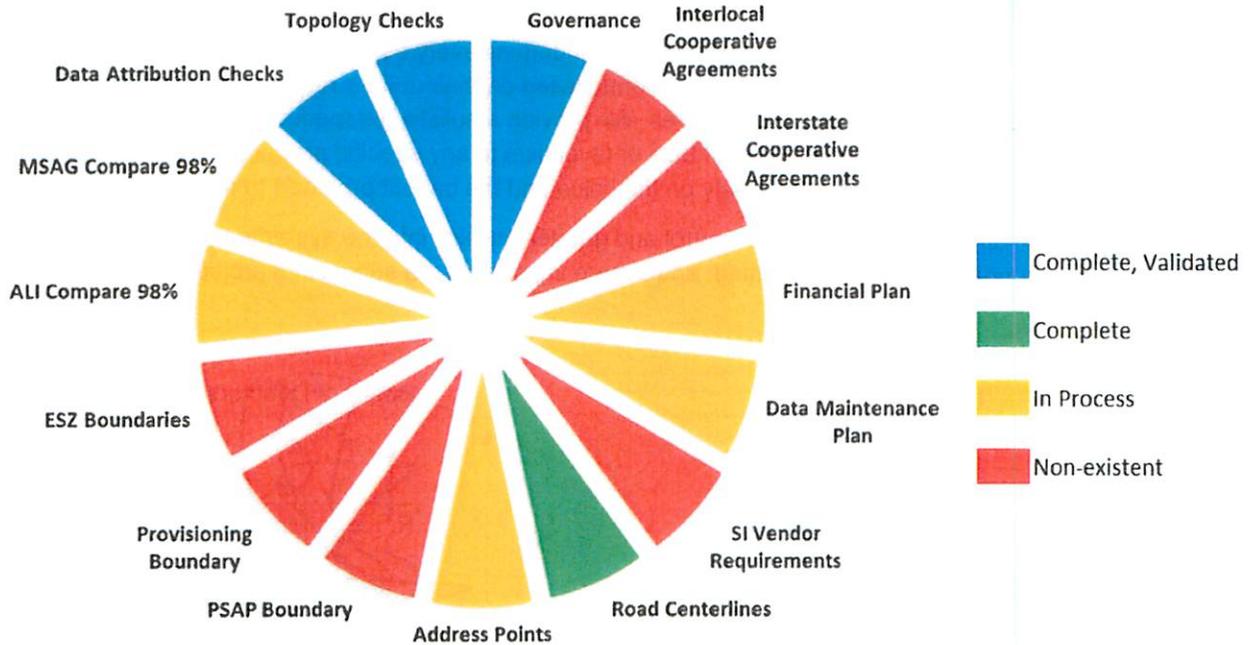


Figure 1: Critical GIS Components

MCP will analyze 15 critical components affecting GIS readiness and work with the County to identify and mitigate gaps in data availability and quality, documentation, business processes and regionalization.

Model for Advancing Public SafetySM



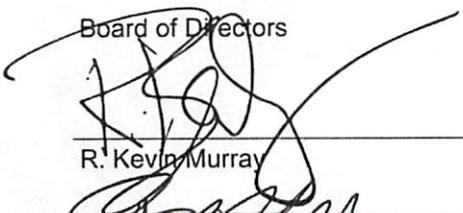
We're Committed to Putting our Clients First

Partnering with a firm that brings an independent, objective perspective to every engagement is a top priority of our clients. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations always are based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.

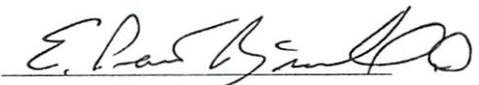
Board of Directors



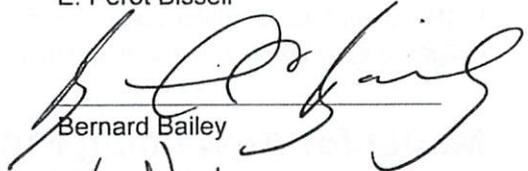
R. Kevin Murray



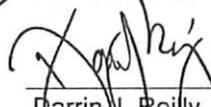
Robert Chefitz



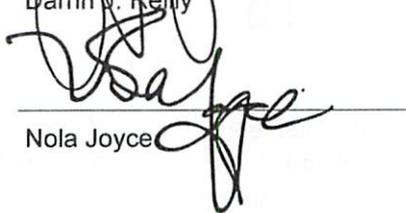
E. Perot Bissell



Bernard Bailey



Darrin J. Reilly



Nola Joyce

Statement of Services

Project Understanding

Mission Critical Partners (MCP) understands that Butler County (County) has identified the need to obtain a professional services consulting firm to assist them in executing on the recommendations outlined in the assessment provided through the Region 13 geographic information system (GIS) project. A summary of the recommendations, which are outlined specifically in Appendix A of the Geographic Information System MAPS Assessment provided to the County, fit into several categories:

| Evaluation Factor | Recommendations |
|--------------------------------|-----------------|
| GIS Data Readiness | 4 |
| Production Environment | 4 |
| Regional Coordination | 5 |
| Training | 3 |
| Computer-Aided Dispatch | 3 |
| General Information Technology | 3 |
| Addressing | 2 |
| Documentation | 6 |

Scope of Work

Task 1: Project Initiation

MCP will conduct a project initiation meeting with the project team and stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles
- Review and seek alignment on the desired outcomes, deliverables and timeline

MCP's project manager (PM) will facilitate the meeting. Prior to the meeting, MCP will review available documentation regarding our approach to determining GIS readiness.

Along with walking through our methodology to complete this project, MCP will walk through our proprietary assessment tool—Model for Advancing Public SafetySM (MAPS[®]) methodology, which is based on a variety of mature, broadly-accepted public safety and information technology (IT) standards, formalized accreditation programs, as well as industry best practices—to evaluate the status of the various system components.

The work plan shall be designed to help Butler County to:

- Work towards emergency communications ecosystem of today and tomorrow in an accelerated fashion

- Continue to measure the effectiveness of the GIS program and staffing levels, and focus on the most critical aspects

Task 2: GIS Remediation Services

MCP has conducted an initial pre-kickoff discussion with the Butler County Public Safety Answering Point (PSAP) and GIS stakeholders and has developed a preliminary workplan that will be enhanced during project kickoff.

In order to continue to ensure that the County's current computer-aided dispatch (CAD) system, call handling system and the statewide Next Generation 911 (NG911) system have access to reliable and up to date GIS data, Butler County will require on-demand support and staff augmentation.

MCP will develop, at the County's direction, a plan to prioritize and address the recommendations set forth in the Region 13 assessment. According to this plan, MCP will either directly remediate the issues identified in the recommendations, at the County's request, or support County GIS personnel in remediating them.

As part of the regional CAD effort that Butler County has been a party to, MCP has already performed significant validation of the County's GIS data by synchronizing and validating against the current Master Street Address Guide (MSAG) and Automatic Location Information (ALI) database. Additionally, MCP has already converted the existing County 911 geodatabase to an information model consistent with regional, state and national standards. MCP will continue to support this geodatabase, as well as any necessary reconfiguration of the Map Exchange Document (MXD) and Esri Address Data Management tools already provided to Butler County. MCP will also continue to provide on-site training to Butler County personnel for the use of the database and tools as requested.



Deliverables:

- Continued database schema updates as necessary to stay in alignment with the fields and requirements of:
 - Pennsylvania Emergency Management Agency's (PEMA) upcoming NG911 initiative
 - Any updates to Butler County's Motorola CAD software which may require field additions
 - Other applicable national and statewide standards
- Continued support for MXD configured with updated addressing tools
- On-site training as required for Butler County GIS personnel specific to the schema, MXD and addressing tools (one-day session)
- Provide updates to Butler County's Continuity of Operations (COOP) and 911 disaster recovery plans, upon request, to include GIS specific considerations
- Enhanced workflow analysis with best practice recommendations for future coordination and database configuration in relation to coordination with other county, regional and Commonwealth databases
- Verification of address points in Butler County, as well as necessary updates and support for readdressing efforts
- Three-year strategic plan that outlines specific tasks and budgetary estimates to fully implement the recommendations in the MAPS assessment beyond 2022

The items outlined so far represent MCP's initial view on the tasking necessary to support the County in the remediation of their data for NG911. MCP personnel will be available to support Butler County for the

implementation and other recommendations in the MAPS assessment for 12 months beyond contract signing as prioritized and mutually agreed upon during the kickoff meeting.

Project Team

With more than 200 staff members, MCP's specialized professionals are integral members of our team:

| MCP's Specialized Professionals | |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Former public safety managers• Project Management Professionals (PMPs) | <ul style="list-style-type: none">• Emergency Number Professionals (ENPs)• Technology, forensic, and policy specialists |

MCP will support this project with 100% internal staff to protect Butler County from the risk of 1099 staff or subcontractors that could delay project initiation, delivery or create contractual issues over responsibilities. The following figure identifies the key team members from our staff that we plan to assign to this important project.

Organizational Chart

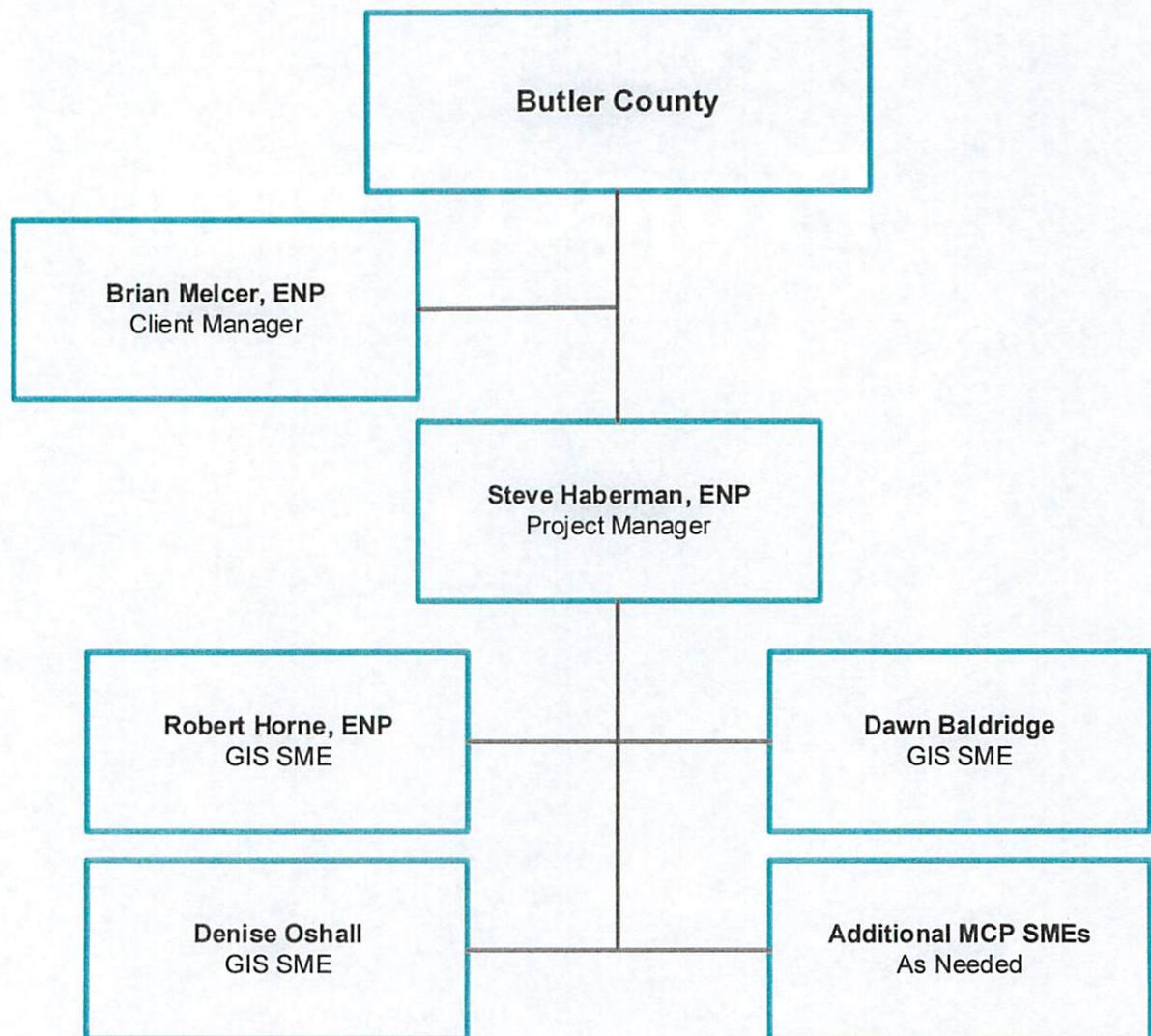


Figure 2: Project Team

Each team member brings a unique skill set and depth of experience in GIS services. Additional resources and subject-matter experts are also available, as we are a full-service firm focused on all aspects of public safety communications.

Resumes

Resumes highlighting our qualifications and experience performing GIS services are included on the following pages.

Brian R. Melcer, ENP

Senior Program Manager, Mission Critical Partners

Brian serves as the Enterprise Client Manager lead for MCP's Facilities and Operations Services team and a Senior Program Manager supporting our clients. Brian served as the Director of Public Safety for Lawrence County, Pennsylvania, for 13 years, overseeing several transformational projects including the complete rewrite of the County's operational policies, training program, new hire recruitment program and quality assurance program. In his tenure at Lawrence County, he also served as the County's voting delegate to the Southwestern Pennsylvania Emergency Response Group (Region 13) Counter Terrorism Task Force, where he served as chair of the regional ESInet and WestCORE upgrade subcommittees. Brian served as President of PA NENA during Pennsylvania's rewrite of its 911 legislation and funding program. He has significant experience in program review, budgeting and operational analysis, consolidation of systems at the local level, as well as regionalization of shared resources. Brian also serves as a Deputy Fire Chief and is a certified Pennsylvania State Suppression Fire Instructor.

Representative Experience

State/Regional Experience

- Pennsylvania Emergency Management Agency (PEMA)
 - NG911 planning, procurement and implementation
 - Rewrite of NG911 legislation and funding program
- Pennsylvania counties of Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Indiana, Lawrence, Mercer, Somerset, Westmoreland and Venango
 - Technical support for regional CAD and NG911 GIS system implementations
- Southwestern Pennsylvania Emergency Response Group (PA Region 13)
 - ESInet expansion and lifecycle management, enterprise client manager

City/County Experience

- Allegheny County, PA—911 technology and operational support of PSAP relocation
- Butler County, PA—Radio communications project for new P25 radio system
- Greene County, PA—IP selective router (IPSR) and automatic location identification (ALI) rehousing
- Westmoreland County, PA—PSAP continuity of operations (COOP) plan
- Lake County, IL—Consolidation implementation and migration plan
- St. Clair County, IL—Consolidation feasibility assessment
- Winnebago County, IL—Consolidation feasibility assessment
- Washington, DC—Office of Unified Communications technology and facility programming and project management

Additional Experience

- Lawrence County, PA—Former Director of Public Safety
 - Oversaw construction of new 911 and EOC and tower sites
 - Oversaw capital improvements for countywide P25 VHF Phase II radio system
 - Reorganized and consolidated emergency management and 911 functions
 - Led 13-county regional Vesta CPE solution, served as WestCORE Committee Chair from inception to implementation phase
 - Supported procurement of a regional CAD solution with multiple counties
 - Implemented county fire academy



Industry Experience

30 years

Education

B.S., Human Resources,
Geneva College, PA

Certifications

Emergency Number
Professional (ENP)

Advanced Emergency
Management
Coordinator, FF-I, FF-II,
Fire Instructor I,
Hazardous Materials
Awareness/Operations,
Vehicle Rescue
Technician, Hazardous
Materials Technician

Associations

National Emergency
Number Association
(NENA) PA Past
President

Association of Public-
Safety Communications
Officials (APCO)

International Association
of Fire Chiefs (IAFC)—
Volunteer & Combination
Officers Section (VCOS)

Pennsylvania Keystone
Chapter Fire Service
Instructors

Steven M. Haberman, ENP

Senior Technology Specialist, Mission Critical Partners

Steve is a senior technology specialist that brings project management, 911 center, and EOC experience, having previously served as a shift commander and communications supervisor. Steve's extensive experience with emergency communications and PSAP operations ensures client success on the projects he supports. His expertise is in applying a holistic understanding of all aspects of public safety, and he leads his teams toward successful outcomes by providing project management and technical support.

Representative Experience

State/Regional Experience

- New Jersey Office of Homeland Security and Preparedness—Statewide FirstNet support for county first responder and PSAP readiness
- Arizona Department of Administration
 - Statewide FirstNet support for county first responder and PSAP readiness
 - Statewide Broadband Strategic Plan
- Michigan Department of Management, Technology and Budget—Statewide FirstNet support for county first responder and PSAP readiness
- Pennsylvania Emergency Management Agency (PEMA)—Technical support for statewide PSAP inventory of 69 PSAPs
- San Diego State University Police Department/California State University San Marcos—PSAP consolidation feasibility assessment

City/County Experience

- City of Boston, MA—Police Department operations assessment
- Butler County, PA—Project manager for radio communications assessment, tower relocation and new P25 800 MHz radio system procurement and implementation
- Lawrence County, PA—Project manager for countywide P25 VHF trunked radio system, broadband network project, along with a new PSAP/EOC construction project
 - Procurement, vendor selection and implementation support
- Cambria County, PA—Radio assessment, procurement and implementation support
- Columbiana County, OH—PSAP consolidation feasibility assessment
- Princeton University, NJ—PSAP assessment and data integration project
- Lorain County, OH—P25 radio assessment and Fire Station Alerting project
- Lake County, IL—PSAP consolidation assessment and facility implementation planning
- Cities of Fairview Heights/O'Fallon, IL—Project manager and technical support for consolidation and financial impact study for relocation evolving into a consolidated PSAP
- St. Clair County, IL—Emergency Telephone System Board assessment
- Winnebago County, IL—PSAP consolidation assessment
- City of Elyria, OH—Project manager for radio system upgrades and dispatch center relocation
- City of Parma, OH—Technical support for PSAP relocation
- Allegheny County, PA—Enhanced 911, PSAP consolidation/relocation project support
- Allegheny County, PA—Department of Emergency Services
 - Mobile command post project design and support team
 - Radio interoperability project coordinator using Raytheon gateway solutions
 - Project manager, emergency notification systems
 - Southwest Regional Counter Terrorism Task Force, Communications Committee Regional Communications Planning and Exercise support



Industry Experience

33 years

Education

B.S., Business Administration –
Management Information Systems, Indiana University of Pennsylvania

Certifications

Emergency Number Professional (ENP)

National Incident Management System/ Incident Command System (NIMS/ICS)-100, 200, 300, 400, 700, 800 courses

PEMA Basic Certification

Data Processing Certificate

Associations

National Emergency Number Association (NENA)

Southwest Regional Terrorism Task Force, Communications Committee

Bower Hill Volunteer Fire Department; Scott Township, PA

Robert Horne, ENP

Senior Technology Specialist, Mission Critical Partners

Robert has built a long and successful career fostering prosperous relationships between local, regional, state and federal GIS programs in the interest of interoperable public safety. Robert has experience with integrating people, processes, systems and data into 911 PSAPs, EOCs, fire and police command centers and fusion centers across the country. Areas of specialization include the performance of strategic consulting tasks, such as information gathering, needs analysis, application definitions, strategic and implementation planning, data modeling, business process reengineering and standard operating procedures development. Robert is the GIS domain lead for MCP's Network/911 Services team.

Representative Experience

Federal Experience

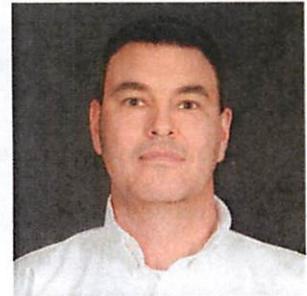
- National Highway Traffic Safety Administration (NHTSA) National 911 Program—National GIS Capabilities Gap Analysis and Strategic Plan

State/Regional Experience

- Maryland 911 Board—NG911 Spatial Interface (SI) data analysis and readiness assessment and statewide NG911 GIS strategic plan and implementation support
- Virginia Information Technologies Agency (VITA)—GIS needs analysis and implementation planning and NG911 strategic planning roadmap
- Arizona 911 Program—NG911 GIS strategic plan and statewide education and outreach
- Nebraska Public Service Commission (NPSC)—NG911 strategic planning and GIS support and wireless integrity testing
- Minnesota Department of Public Safety, Emergency Communications Networks—NG911 strategic planning and GIS support
- Pennsylvania Emergency Management Agency (PEMA)—NG911 GIS strategic plan and statewide implementation coordination
- Pennsylvania Region 13 Task Force—NG911 GIS readiness gap analysis and five-year strategic plans for each of the 15-member jurisdictions and the region
- Central Texas Council of Governments (CTCOG)—911 data and process assessment
- North Central Texas Emergency Communications District (NCT9-1-1)—GIS needs analysis and implementation, staffing plan, and NG911 gap analysis and transition plan
- District of Columbia Homeland Security and Emergency Management Agency (HSEMA)—Development of GIS for EMA program and support for 3 presidential inaugurations, 78 federal national security special events, and more than 100 natural and human-created disaster activations
- Washington, DC, Washington Regional Threat Analysis Center (WRTAC)—Development and management of geospatial intelligence program and provided—for official use only and classified analysis of law enforcement—health and homeland security data for steady-state, national security events and emergency operations

City/County Experience

- Atlanta, City of, GA—CAD and GIS data cleanup, integration and migration support
- Fairfax County, VA—NG911 GIS readiness assessment project support
- Carroll County, MD—NG911 GIS readiness assessment and data improvement
- Charles County, MD—Fire and EMS assessment and strategic plan
- Burke County, NC—NG911 GIS readiness assessment project management
- Wake County, NC—Emergency management study and gap analysis



Industry Experience

29 years

Education

B.S., Computer Science,
Business Information
Systems, Columbia
Southern University, AL

Certifications

Emergency Number
Professional (ENP)

Federal Emergency
Management Agency
(FEMA) Emergency
Management Institute,
Certified Emergency
Operations Center
Manager

The State of Florida,
Disaster Recovery
Operations (G385) "Train
the Trainer"

Associations

National Emergency
Number Association
(NENA)

Maryland State
Geographic Information
Committee (MSGIC)

Dawn Baldrige

GIS Coordinator, Mission Critical Partners

Dawn is a geospatial expert with years of experience using the ArcGIS suite of software and associated extensions, including ArcGIS Server, AGOL, ArcPro, Data Reviewer, Network Analyst and SQL Server to create, analyze, update and develop data for geodatabases. Dawn is well versed in data manipulation and oversight of county/statewide CAD and GIS projects and has provided multiple training events for end users on various GIS software applications.

Representative Experience

Federal Experience

- National Highway Traffic Safety Administration (NHTSA), National 911 Program—
 - Composed questionnaires for the NG911 GIS assessments
 - Conducted in-person interviews as part of GIS assessments using MCP's Model for Advancing Public SafetySM (MAPS[®])
- U.S. Army Aberdeen Proving Ground (APG)—Directorate of Public Works, Master Planning Division
 - Updated and maintained more than 150 existing geospatial data sets and created new ones as needed
 - Developed, coordinated, maintained and enhanced APG E911 GIS systems program and all supporting databases
 - Created and provided final acceptance of new address points, polygons and street centerline data for input into the various GIS databases, including E911 and distribution to numerous government agencies; centerline data created in compliance with National Emergency Number Association (NENA) standards and consistent with the Master Street Address Guide (MSAG)
- U.S. National Park Service—Assateague Island National Seashore
 - Conducted GPS survey-grade data acquisition for a variety of projects using Trimble R8 GNSS and 5700 receivers and performed resource-grade GPS on other Trimble receivers including XH, XT and XM and used Trimble Pathfinder Office for post-processing

State/Regional Experience

- State of Maryland—Department of Information Technology
 - Handled oversight of 24 jurisdictions, ECC GIS and migration of GIS from E911 to NG911
 - Managed monthly meetings to assist the ECC GIS group with migration of GIS data to NG911
 - Presenting to the Maryland 9-1-1 Board on multiple matters for NG911 GIS
 - Assisted in creating PSAP/provisioning layers and provided guidance on the maintenance of these layers
 - Led development of NG911 GIS best practice documents distributed to all jurisdictions
- Southwestern Pennsylvania Regional Task Force (Region 13)—Handled publishing/administration of Esri's ArcGIS Server technologies and SQL Server and assisted in the creation of extract, transform, and load (ETL) data integration process for migration of GIS data to NG911
- Arizona Department of Administration (ADOA)—Conducted in-person GIS MAPS assessment interviews for counties and tribal nations to determine the status of NG911 migration and supported the writing of five MAPS assessment reports



Industry Experience

24 years

Certifications

Certified Esri Training

Certified Trimble Training



MissionCriticalPartners

Denise M. Oshall

Public Safety Specialist-GIS, Mission Critical Partners

Denise is a GIS professional with extensive experience in project coordination activities, quality control tasks and report documentation. Her expertise includes NextGen 911 systems, GIS/master street address guide (MSAG)/automatic location identification (ALI) data synchronization, geographic database development and analysis, and parcel database maintenance. Additional areas of specialization include performing GIS analysis for the FAA Agricultural Geographic Information Systems (AGIS) projects and applying extensive knowledge of quality assurance, Esri, AutoCAD Civil 3D and ArcGIS.

Representative Experience

State/Regional Experience

- California—Prepared GIS data findings and recommendations report
- Iowa—Developed GIS data findings and recommendations report
- Michigan—Conducted quality control checks on all county-submitted data and prepared GIS data guideline documents for state and county use
- Ohio—Prepared GIS data findings and recommendations report
- West Virginia—Developed data and map for regional broadband drive testing results
 - Prepared report of GIS findings and recommendations; reviewed broadband provider data and developed final check maps and developed served and unserved broadband area maps based on analysis of statewide broadband data
- Butler, Lawrence, Mercer and Venango counties, PA—Performed GIS needs analysis and facilitated the merger of each county's GIS database into a regional CAD solution
- Blair, Cameron, Clearfield, Elk, Jefferson, Lawrence, Monroe, Venango, Wyoming and Westmoreland counties, PA—Performed base map updates, street name changes, data entry, addressing address review; created Emergency Service Zone (ESZ)/E911 postal plots and field plots; assisted the U.S. Postal Service with rural to 911-style address conversion; prepared address notification mailers; answered resident concerns following notification delivery and provided GIS training and assistance to county staff
- Elk County and Jefferson County, PA—Updated addressing database and tools to Esri Local Government Model Database and provided training on Esri local government addressing tools

City/County Experience

- Juniata County, PA—Performed monthly tax parcel maintenance updates for parcel mapping project and assisted with countywide upgrade to Esri ArcMap version 10.3
- Bradford County, PA—Converted ALI database rural address to 911-style address
- Dunwoody, GA—Facilitated CAD-to-CAD interface project completion and determined and recommended solutions to MSAG issues between the CAD interfaces
- Cuyahoga County, OH—Performed synchronization of centerline geodatabase with MSAG database using online resources
- Franklin County, OH—Completed GIS assessment of 16 PSAPs and GIS findings and recommendations report
- San Diego County, CA—Developed Wildland Urban Interface Plan geodatabase to provide a documented method for handling fire emergencies within selected communities
- Chowan County, NC—Created digital tax parcel data from scanned and geo-referenced tax maps and created E911 centerline and address point layer geodatabase



Industry Experience

23 years

Education

B.S., Geology,
Edinboro University, PA

Associations

National Emergency
Number Association
(NENA)

Site/Structure Address
Point (SSAP) Work
Group, Former Member



MissionCriticalPartners

Experience

Relevant Project Experience

MCP's proven record of success with GIS projects is detailed on the following pages.

Butler, Lawrence, Mercer and Venango Counties, Pennsylvania

Public Safety Answering Point Regional Shared Services Assessment

Challenge: Butler, Lawrence, Mercer and Venango counties are active leaders in regional sharing and have committed to creating a common call processing platform, through a regional ESInet and a common call handling (CHE) system. With PEMA approved funding, the four counties completed the implementation of the largest regional enterprise NG911 ready Motorola Premier One CAD solution in the Commonwealth.

The system is fully NG911 ready and the core functionality of the system is heavily reliant upon accurate and timely GIS data. The GIS data required to be supported included street centerline data, emergency service zone/response, municipal and PSAP boundaries. The accurate conversion of this data supports the NG911 requirements for the common CHE solution, Emergency Call Routing Function (ECRF) and Location Validation Function (LVF) of the Commonwealth's NG911 system.

As a result, the Counties identified the need to obtain professional consulting support to help develop a common framework and process to allow this individual county data to be properly translated into the regional system.

Solution: Mission Critical Partners was retained to provide services to ensure that the RCAD solution was completely aligned with the spirit of the PEMA Strategic GIS Plan. MCP also supported the counties in providing the additional remediation efforts necessary to follow up from this statewide gap analysis and other regional initiatives, as well as the needs analysis performed in 2018. MCP's services included:

- Local GIS Data Development and Remediation
- Addressing / Readdressing Support
- Hardware/Software Support Solution
- 203,347 address points
- 8,573 road centerline segments
- 10,982 common place points
- 1,778 response boundaries

Key Result: MCP provided support for the GIS and CAD data systems, formatting and business process. Local and regional entities have several responsibilities to ensure that the Commonwealth's NG911 solution is implemented and fully functional within their enterprise CAD and GIS system. Each County is responsible for its GIS accuracy, quality assurance and updates as well as the manual aspects of data maintenance and loads needed for daily use.

MCP's expertise provided the Counties support in establishing common methodologies and support processes for the loading and maintaining public safety grade GIS functionality for NG911 and call processing. With MCP's support, the Counties have developed a common framework and process to allow individual county data to be properly translated into the regional system.



Project Length: 3 Years

Project Dates: January 2018 to January 2021

Population: 245,604 (2021)

Nearest MSA: Pittsburgh, PA

Contact:

Diona Brick
Administrator Dept. of Finance
and Management Services
814.432.9503
dbrick@co.venango.pa.us

Fulton County, Georgia

Geographic Information System Assessment



Challenge: As the largest county in Georgia, with a population of more than 1.1 million, Fulton County (County) knew that its preparation for NG911 would be an undertaking, and even more so, its GIS data migration. The County houses the City of Atlanta and consistently sees high-call volume within its PSAPs, meaning not only would there be a lot of data to update and migrate, but there would also be an ongoing emergency response workflow to consider and plan around. The Fulton County Department of Emergency Services needed strategic planning to migrate and maintain its GIS data to successfully transition to NG911.

Solution: Mission Critical Partners used its Model for Advancing Public SafetySM (MAPS[®]) methodology and assessment tool to first identify gaps in the County's technological and operational needs that would prohibit the migration to NG911. The MAPS methodology:

- Established the capabilities baseline
- Identified the desired end state for GIS data and staffing
- Evaluated program performance against expected NG911 metrics

Currently, MCP is performing a quality control (QC) assessment of the GIS data layers related to emergency service zone boundaries, road centerlines, site/structure address points, and PSAP boundaries. Quality control tests on each specific set of GIS data test for conformance with current and draft National Emergency Number Association (NENA) standards and best practices. These tests support identification of underlying data integrity issues. MCP then compared the GIS data with the Master Street Address Guide (MSAG) and automatic location identification (ALI) data to measure data quality and data accuracy alignment. This effort provides the County with:

- Documentation of any data errors
 - Database schema
 - Missing or incomplete attribution
 - Topological errors within and between datasets
 - Individual feature errors
- Documentations of GIS data problems that could result in incorrect maps and call misrouting
- A comparison of the County-maintained road centerlines ALI and MSAG data based on NENA 71-501 and NENA 02-014 standards
- Recommended implementation process adjustments to achieve high levels of agreement between databases

The migration to NG911 in Georgia is expected to last well into 2022. In support of the County's migration, MCP will provide repeated GIS data quality test results for data layers and relational integrity with other dataset(s).

MCP will complete the GIS assessment project by reviewing existing processes and standard operating procedures (SOPs) and documenting proposed changes to the SOPs currently in place. We will then provide recommendations for creating any additional SOPs that are needed to support NG911 operations.

Project Length: 1 Year

Project Dates: February 2021 to Present

Population: 1.064 Million (2021)

Nearest MSA: Atlanta-Sandy Springs-Alpharetta, GA

Contact:

Chris Sweigart, Director
Fulton County Emergency
Services

678.237.3564

Chris.Sweigart@fultoncountyga.gov

Monroe County, Pennsylvania

GIS Consulting Services

Challenge: With a population of more than 169,000, Monroe County (County) sought professional consulting services to support migration of approximately 96,000 address points and 19,000 road centerline segments to NG911. In particular, the County sought GIS conversion, tool development and training services support that would assist in advance its GIS capabilities to more align with the Commonwealth of Pennsylvania's GIS strategy.

Solution: Mission Critical Partners was retained by the County to provide mission critical expertise during its transition of the 911 geodatabase to the ESRI Local Government Information Model (LGIM). MCP's support included, but was not limited to:

- Converted the existing County 911 geodatabase to the ESRI LGIM
- Reconfigured a Map Exchange Document (MXD)
- Provided ESRI Address Data Management tools to the County
- Provided one day of on-site training for the use of the database and tools

Key Result: With MCP's support, the conversion of the County's 911 geodatabase met the standards required by NG911 call routing systems. MCP also supported the required reconfiguration of and training on the tools that are utilized currently to manage the data by County personnel and helped advance its GIS capabilities.



Project Length: 2 Months

Project Dates: April to June 2019

Population: 170,271 (2021)

Nearest MSA: East Stroudsburg, PA

Contact:

Karen S. Barwick
Information Systems and Fiscal
Administration
570.992.4500
kbarwick@monroeco911.com

Jefferson County, Pennsylvania

GIS Consulting Services

Challenge: With a population of more than 45,000, the Jefferson County (County) GIS Department (Department) is responsible for supporting and maintain approximately 47,000 address points and 6,700 road centerline segments. The Department identified the need to obtain a professional services consulting firm to assist the County as they migrate towards NG911 and to provide GIS conversion, tool development and training services.

Solution: Mission Critical Partners was retained by the County to provide mission critical expertise during its transition of the 911 geodatabase to the ESRI Local Government Information Model (LGIM). MCP's support included, but not limited to:

- Converted the existing County 911 geodatabase to the ESRI LGIM
- Reconfigured a Map Exchange Document (MXD)
- Provided ESRI Address Data Management tools to the County
- Provided one day of on-site training for the use of the database and tools

Key Result: With MCP's support, the conversion of the County's 911 geodatabase met the standards required by NG911 call routing systems. MCP also supported the required reconfiguration of and training on the tools that are utilized currently to manage the data by County personnel and helped advance its GIS capabilities to more align with the Commonwealth of Pennsylvania's GIS strategy.



Project Length: 2 Months

Project Dates: October 2018 to December 2018

Population: 43,846 (2021)

Nearest MSA: Near Pittsburgh, PA

Contact:

Seth Kerr, Director
Jefferson County GIS
Department
814.849.1694

skerr@jeffersoncountypa.com

Pricing

Professional services outlined in the scope of work will be provided for a **fixed fee of \$70,000**, including expenses.

The fee is fully loaded, and MCP recognizes that it is responsible for costs related to travel, housing, transportation, communications devices, and computer equipment.

MCP understands that Butler County may have difficulty in consistently preparing their own GIS resources for NG911 beyond the implementation of this project. At the request of the County, MCP will support the continued design, implementation, and maintenance of GIS data through staff augmentation, data creation or enhancement and technical assistance at a mutually agreed scope and fee. This will ultimately assist the County in preparing its GIS data for NG911 readiness, and once implemented, ensure the County is contributing its data to aggregated warehouses established by either the region or the state.

Any additional services contracted in subsequent years will be performed at MCP's then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from Butler County.

An invoice shall be submitted each month and include the percentage of work completed relevant to the fee and shall be reviewed and paid within 30 days of receipt.

Based on our current understanding of what is to be accomplished, the pricing identified above represents an estimate of the work anticipated to achieve project success. MCP's priority is for this project to be successful for Butler County.



Appendix A: GIS MAPS

To identify your technological and operational needs, MCP will assess the operational environment using its proprietary MAPS methodology. As part of this effort, an MCP subject-matter expert (SME) will travel to meet with your project team to outline the MAPS process.

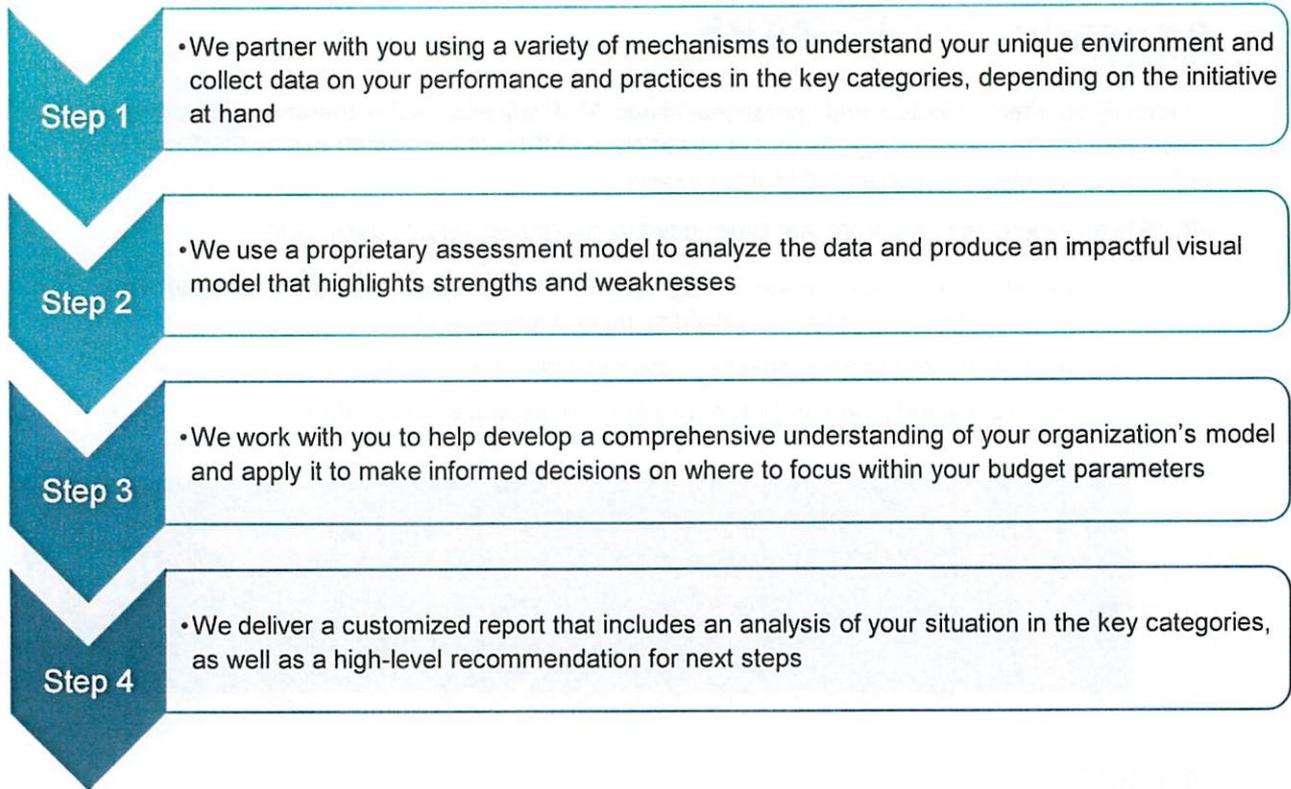
MAPS is an assessment program that is designed to help public safety agencies to:

- Redefine risk as an opportunity and migrate their operations closer to the “ideal” state
 - The “ideal” state is defined as public-safety-grade
- Assess an organization, specific system or initiative holistically
- Ensure that the plan serves two masters: the present and the future

The risk in today's public safety system is abundant. But it's also a world full of opportunity. MCP helps you highlight the risk areas and converts them into opportunity.

How MAPS Works

The MAPS methodology provides clients with an intuitive plan that effectively translates complexity into one customized, impactful visual that will help chart a course to accomplish their goals. Using a proprietary assessment model, MCP analyzes an agency's current situation in key overarching categories, or levels, required to achieve a “best-in-class,” i.e., public-safety-grade, operation.



A score is assigned to each category based upon all the information collected during the assessment.

The MCP assessment output allows you to:

- View a graphic representation of the most significant areas of risk in your operations
- Make the most informed decisions possible on what areas to address within any budgetary constraints

The closer a category is rated to the center of the graph, the less desirable and higher risk for that category of your system.

We understand the "ideal" state is difficult to attain for many agencies for budgetary reasons.

The following figure provides a sample depiction of a MAPS deliverable that visually benchmarks the current operational state of an organization.

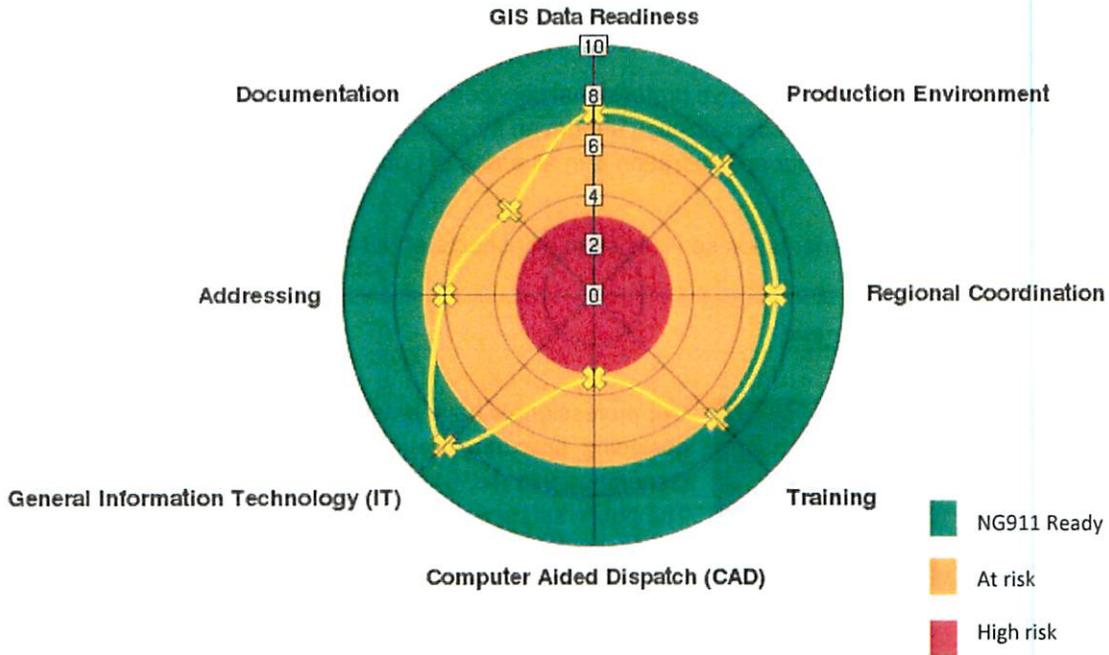


Figure 3: Sample GIS Readiness MAPS Blueprint

Task 2 is designed to help you:

- Work towards emergency communications ecosystem of today and tomorrow in an accelerated fashion
- Measure the effectiveness of the addressing and development programs, staffing levels and identify the most critical aspects

Appendix B: MCP's Areas of Specialization

Mission Critical Partners is a comprehensive professional services firm rather than an organization with a single focus or specialization. Our areas of specialization are driven by subject-matter experts in each of their respective fields – in other words, our specialization is in all areas of public safety – from operations to technology.

Our planning, design, and implementation services span all aspects of mission critical communications.

Network 911 Services



Our professionals have extensive experience with planning, designing, procuring, negotiating and implementing all Next Generation 911 (NG911) call delivery and processing elements. The public safety answering point (PSAP) environment continually will evolve with new technologies, processes and expectations. MCP's goal is to help our clients implement resilient, effective and future-focused solutions that enhance emergency response and result in better outcomes for public safety—because the mission matters.

The MCP approach considers funding models, system lifecycle analysis, objectives, incident processing, network resources and governance opportunities to establish a thorough understanding of a client's unique PSAP environment.

Our NG911 experts have extensive experience with incident processing in the PSAP, as well as incident dispatch and data management. MCP can develop a comprehensive master plan for the agency or region and a conceptual design for NG911 deployment. The master plan assesses all options and ensures timely deployment by incrementally upgrading technology and recommending policy, funding and governance modifications. Our offerings include, but are not limited to, master planning and design and procurement support for a wide variety of communications networks, including Internet Protocol (IP)-based networks, such as Emergency Services IP networks (ESInets).

Next Generation 911

8

States Where We
Have Contributed
Legislative Language

14

State/Regional
NG911 Strategic
Plans Authored

15

State and Regional
ESInets Designed

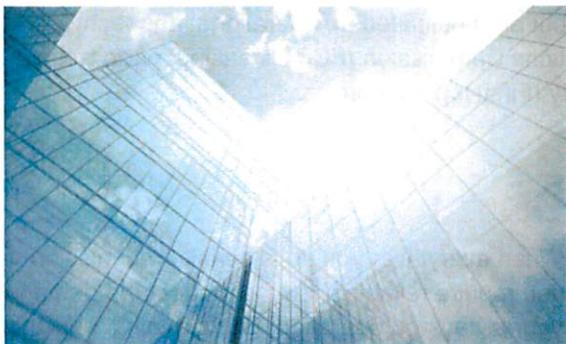
650

PSAPs
Interconnected Via
ESInet Deployment



MissionCriticalPartners

Executive Consulting Services



MCP partners with clients to develop customized technical and operational solutions for public safety communications—because the mission matters.

Our staff has extensive experience serving in public sector and public safety management roles. We draw on our real-world experience when advocating for our clients. Through first-hand experience, we have earned the reputation for being accountable, prudent, persistent, progressive and reliable problem solvers and innovators.

We provide services that are initiated at a strategic level. An integral part of our executive-level consulting is providing master planning services. Our team of policy specialists collaborates with clients to create comprehensive plans that help direct decision-making in the public safety sector. When developing a strategic plan, MCP incorporates master planning, organizational structuring, hiring assistance, fiscal planning, operations and technology and policy solutions.

We first seek to gather insights into our client's unique organization. We then apply these insights with our deep industry experience to formulate a strategy designed to serve as a guide to our client's future. We focus on combining a comprehensive yet tactical approach that addresses every element of the client's sphere of influence. Our team directs its collective energy on understanding the full scope of the client's responsibilities and objectives. We uncover the unique challenges that stand in the way of achieving success. Our goal is to mitigate those challenges by leveraging policy, technology, fiscal and human assets to develop a sustainable solution.

Our clients are responsible for delivering reliable service 24 hours a day, seven days a week to emergency responders and the public while operating with limited resources. In recognition of the need to achieve more with less, we aim to put the client in a position to do more with more. This means structuring organizations, programs and projects for available grant funding through policy development, technology and appropriate fiscal planning.

Wireless Communications Services



Our radio experts bring an average of 25 years of experience to every project and have supported large municipal radio system implementations in ten of the top Metropolitan Statistical Areas. One hundred percent of our experts have hands-on experience using two-way radios. MCP's leadership and support for your project means that your new system will boost coverage and capacity, exceed the needs of the user community and create maximum value.

Our team approaches your project with only one task in mind—helping you achieve your goals. This is accomplished through our unique approach that determines your operational requirements and designs a radio network around your needs and budget. Many agencies face constraints because of the design and operation of their radio network. The network should serve public safety users, as well as be another tool to keep our emergency responders and communities safe. The protection of life and property begins with a single dispatch. From there, the radio system is the link that connects and delivers your response and services to your citizens.

It is far too important to trust to anyone other than your partner, your advocate, and your agent for innovative solutions—because the mission matters. Our professionals work tirelessly to provide the necessary guidance for our clients to evolve to a radio communications system that is capable, reliable and affordable—custom designed for their needs and budgets. Offerings include, but are not limited to, operational and technical assessments, procurement support, Federal Communications Commission (FCC) licensing, performance acceptance testing and First Responder Network Authority (FirstNet) support.

Operations and Facilities Services



When everything you do is considered mission-critical, you require reliable systems to meet the demands of your always-on operation. Our planning, designing and integration services improve the return on your technology investments, while delivering project success. And our project management expertise helps you complete your initiatives on time and on budget.

MCP is passionate about creating environments, processes and systems that enable our clients to experience greater success. We do this by bringing innovative ideas to every project with the end goal of improving your operations. Our applications expertise spans all aspects of public safety communications including emergency services studies, computer-aided dispatch (CAD), logging, records management systems (RMS), geographic information systems (GIS), mobile data and more. We believe that the way in which these applications combine with other systems and your agency's unique organization is fundamental to success. Our specialized team of experts work shoulder to shoulder with our clients to align requirements with their goals to implement the best possible solution.

Our operations and facilities services include operations consulting; technology procurement and implementation; shared services and consolidation; strategic and executive-level consulting; facility planning services; and professional development and mentoring.

Shared Services and Consolidation



In today's market, everyone is asking, "How can we do more with less?" Communications centers are impacted by this question as budgets become tighter, technology matures, operational demands become more complex and training needs increase. Many are finding that consolidation is a solution to consider. The MCP team has extensive experience with consolidation efforts in past public-sector roles and as consultants.

We recognize that elected and public safety leaders strive to provide the most effective and efficient emergency response system possible. Ultimately, the delivery of quality life-safety services is the achievable objective. We develop a collaborative approach with our clients to assess the opportunity for operational and administrative efficiencies through potential consolidation, colocation or organizational change. Our professionals use an impartial and even-handed approach that has a proven track record of success.

Today's economic realities require a thorough program analysis to define a future path to economizing, while effectively delivering service. Appropriately applied, consolidation or colocation can achieve operational

efficiencies through systemic interoperability via staffing, scheduling, technology, training and reduction in system's costs.

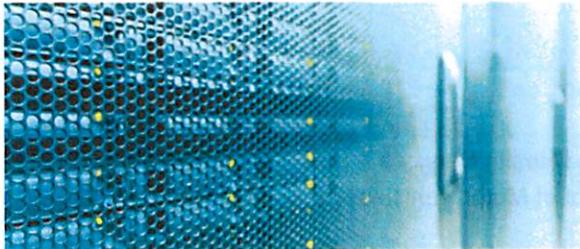
We appreciate the necessary balance required of seemingly competing objectives with operations, organizational, technology, fiscal, human resources and governance issues. The variables and constraints associated with each are carefully weighed to develop an approach with a lasting solution. MCP is sensitive to the sense of ownership and loyalty each community and agency has with a local communications center. We honor the history of service while providing an independent view of how the community is best served by advancing to the future. To ensure a comprehensive, yet smooth, transition, we provide migration assistance and help address the challenges inherent in combining organization, facility, technology and operational resources.

Facility and Technology Design and Integration

MCP is well-versed about the requirements of mission-critical facility architectural and engineering design and we are highly qualified to manage the many complexities that arise with each building project. We also apply our understanding of all elements of the facility construction—including site selection and development, and implementation of electrical, mechanical, structural, security and other technology systems—to coordinate systems installation, acceptance, training and operational transition.

The focus of every project is to optimize the functional use of the space for operational integrity. We work closely with the client to develop technology solutions, migration schedules and a forward-looking operations floor layout that scales as each client's needs grow. Our team has a profound passion for results, an indefatigable work ethic, and a proven record of success; we utilize industry-leading intellectual capital to provide highly responsive, customized, solutions and strategies for our clients.

Network and IT Support Services



We help our clients increase the reliability of their network and IT environment long after implementation. Our holistic IT and network support solution helps our clients realize significant IT cost-savings, while remaining confident that their systems are running at peak performance, protected by unplanned network outages.

Clients partner with us so that they can focus on the strategic aspects of managing their public safety operations while we provide expanded continuity, capacity, and capability. We provide solutions that achieve our clients' goals, not their vendors, by applying a technology-independent approach.

With MCP's help maintaining their network environment, our clients have greater confidence that their IT infrastructure and related systems are running smoothly. Our objective is to help our clients drive a greater return from their maintenance investments while reducing their operating expenses. We provide a broad portfolio of assessment, monitoring, and support solutions that improve network reliability and provide agencies with a greater pulse on their IP network and IT enterprise.

| IT Network and Support Solutions | Network Management and Monitoring Solutions | Cybersecurity Solutions | Additional Offerings |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <p>Mission-Critical NetInform®</p> <p>NetInform Discover discovery and reporting</p> <p>NetInform Assessment enterprise IT network</p> | <p>Mission-Critical NetPulse®</p> <p>NetPulse Essential 24x7 network management</p> <p>NetPulse Advanced 24x7 network monitoring</p> | <p>NetInform Secure security assessments</p> <p>NetPulse Secure security monitoring</p> | <p>On-request services</p> <p>IT helpdesk services</p> <p>Integrated vendor support services</p> |

These support solutions can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure with support available for the following networks and applications:

- CAD Systems
- Call-Handling Equipment (CHE)
- RMS
- Microwave and Fiber Optic Backhaul Systems
- ESInets
- Telephony
- 911 and Administrative Networks
- Environmental Site Networks

Data Integration Services

In the courts, justice and public safety arena, the business environment includes vendors, suppliers, partners, community, private organizations, and various government agencies. MCP's Data Integration Services team specializes in the planning and implementation of complex data exchange and integration projects for the criminal justice market. Our successes include integration initiatives that span all major entities within the criminal justice community, including:

- Law Enforcement
- Courts
- State Bureaus of Investigation
- Social Services
- Prosecution
- Probation
- Human and Health Services
- Department of Motor Vehicles
- Public Defenders
- Adult/Juvenile Corrections
- Child Support

We've made it our business to help you facilitate, integrate, and improve your ability to work together—by focusing on workflow integration—to achieve real-time accessibility to information that is relevant to the business environment. This event-triggered information sharing has the benefit of reducing paper dependencies, cutting costs, and uncovering innovative revenue opportunities that exist in your ecosystem.

MCP has implemented large-scale, multi-year workflow integration projects at the state, county and local level. The benefit to our clients is that our full range of system integration capabilities is augmented with real-world experiences, proven methodologies, industry standards, and best practices that are demonstrated in the breadth, depth, and realism of our strategic planning, and implementation efforts.

Our court, justice, and public safety capabilities include, but are not limited to:

| Services |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Strategic Planning and Governance• Analysis• Exchange Architecture• Integration• Project Management• National Standards• Product Solutions |

MCP uses national standards, modeling tools, and open technologies day in and day out, including:

- Justice Information Exchange Model (JIEM)
- Service-Oriented Architecture (SOA) and Global Reference Architecture (GRA)
- Web Services Standards
- eXtensible Markup Language (XML) Standards and National Information Exchange Model (NIEM)

Professional Services Agreement

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

BUTLER COUNTY, PENNSYLVANIA

AND

MISSION CRITICAL PARTNERS, LLC

THIS AGREEMENT made as of the date written below by and between Butler County, Pennsylvania a government entity, hereinafter referred to as "CLIENT", doing business at 120 McCune Drive, Butler, PA 16001 and Mission Critical Partners, LLC, a Delaware limited liability company, hereinafter referred to as "PROVIDER", both hereinafter also referred to individually and collectively as "Party" or "Parties."

RECITALS

Whereas, the CLIENT desires to employ PROVIDER to provide geographic information systems services; and;

Whereas, PROVIDER represents and acknowledges that they are fully qualified and capable of performing the services called for in this Agreement, and they are willing to perform these services; and

NOW, THEREFORE, CLIENT AND PROVIDER, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION ONE—GENERAL

1.1. Definitions.

Agreement or Contract. Agreement or contract means this Agreement between CLIENT and PROVIDER for professional services, including those exhibits, schedules and attachments listed in this Agreement. To the extent there are any conflicts between this Agreement and any exhibits, schedules and attachments, the provisions of this Agreement shall control.

Services. Services shall mean all services, work, deliverables, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement as set forth in Schedule A.

Additional Services. Additional services are those services not set forth in Schedule A of this Agreement.

Deliverables. Deliverables are those items of work product that are to be delivered to CLIENT as listed in Schedule A of this Agreement.

Direct Expenses. Expenses specifically incurred as the result of providing Services (e.g. travel and per diem costs, materials used).

1.2. Purpose.

The purpose(s) of this Agreement is to obtain consultant assistance for geographic information systems services. The scope of service is as defined in Schedule A attached hereto and by this reference made a part hereof.

SECTION TWO—OBLIGATIONS OF THE PROVIDER AND CLIENT

2.1. Provider Responsibilities.

PROVIDER shall have and perform the following duties, obligations and responsibilities to the CLIENT as outlined in Schedule A.

- a. PROVIDER shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice, and in accordance with laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the Services to be provided and/or performed by the PROVIDER.
- b. PROVIDER shall maintain all necessary licenses, permits or other authorizations necessary to perform the Services of this Agreement until the duties hereunder have been fully satisfied.
- c. PROVIDER shall prepare all Deliverables required by this Agreement including, but not limited to, all specifications and reports, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations.

2.2. Client Responsibilities.

CLIENT shall have and perform the following duties, obligations, and responsibilities to PROVIDER:

- a. Provide access to information, sites, personnel, agencies and other sources necessary for PROVIDER to complete the Services.
- b. Designate in writing a person to act as CLIENT's representative with respect to the Services to be performed or furnished by PROVIDER under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions with respect to the Services. Designated person is Steve Bicehouse, Director .
- c. CLIENT shall be responsible for, and PROVIDER may rely upon, the accuracy and completeness of all reports, data, and other information furnished by the CLIENT to carry out the Services provided under this Agreement.
- d. Should any agency charge PROVIDER a fee for any required information or data, CLIENT will reimburse PROVIDER for the cost of any fees incurred.

SECTION THREE—BASIC SERVICES

3.1. Basic Services.

The CLIENT will pay PROVIDER for the Services in accordance with Section 6—Compensation.

SECTION FOUR—ADDITIONAL SERVICES

4.1. Additional Services.

Should the CLIENT request PROVIDER provide and perform professional services under this Agreement not set forth in Schedule A, PROVIDER agrees to provide and perform those Additional Services as may be agreed to in writing by both parties to the Agreement.

4.1.1. Additional Services shall be administered and executed as Change Orders or Supplemental Task Authorizations under this Agreement. PROVIDER shall not provide or perform, nor shall CLIENT incur or

accept any obligation to compensate PROVIDER for any Additional Services, unless a written Change Order or Supplemental Task Authorization shall be executed by the Parties.

4.1.2. Additional Services not set forth in Schedule A will be performed based on PROVIDER's then current Hourly Rates.

4.1.3. Each such Change Order or Supplemental Task Authorization shall set forth a description of (1) the scope of the Additional Services requested; (2) the basis and amount of compensation; (3) the applicable Hourly Rate Schedule and (4) the period of time and/or schedule for performing and completing the Additional Services.

SECTION FIVE—TIME OF PERFORMANCE

5.1. **Notice to Proceed.** Upon execution of this Agreement by the CLIENT, the CLIENT will issue a formal Notice to Proceed to PROVIDER. The PROVIDER shall commence work by attending a project kickoff meeting within ten business days of issuance of the Notice to Proceed, or at a mutually acceptable date.

5.2. **Time of Performance.** The PROVIDER agrees to complete the Services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the Services set forth and described in Schedule A of this Agreement.

5.3. **Timeline.** If Schedule A does not set forth a timeline for the completion of the Services, the Parties mutually agree to develop a schedule that will be made part of this Agreement by amendment signed by both parties. It is expected that both parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable schedule.

5.4. **Times for Rendering Services.** If, in Schedule A, specific periods of time for rendering Services, specific deadlines for Services to be completed are established, and if such periods of times or dates are changed through no fault of PROVIDER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment as provided below. If CLIENT has requested changes in scope, extent or character of the Services, the time of performance of PROVIDER's services shall be adjusted equitably as provided below.

If there are changes in the time periods or due dates for a given Deliverable or Service, or there is a change to the scope, extent or character of the Services, PROVIDER shall declare in writing its intent to request an equitable adjustment for any increase in cost or fee and disclose in writing the extent of the increase prior to beginning the work or service. No work will commence under such circumstances until the parties come to a mutual agreement on a dollar value for the equitable adjustment.

5.5. **Excusable Delays.** PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of PROVIDER, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to, acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon PROVIDER's request, the CLIENT shall consider the facts and extent of any failure to perform the work, and if the failure to perform of PROVIDER was without it or its subcontractors' fault or negligence, the contract schedule and/or any other affected provision of this Agreement shall be revised accordingly.

SECTION SIX—COMPENSATION

6.1. For and in consideration of the Services described in Schedule A of this Agreement, CLIENT agrees to pay PROVIDER a **fixed fee of \$70,000**, including expenses.

6.2. Payment Provisions.

6.2.1. **Invoices.** At the close of each month during this Agreement, PROVIDER shall submit to CLIENT, a properly executed invoice showing Services rendered hereunder for the closed month. Each statement shall include the percentage of work completed relevant to the contracted amount defined in Section 6.1. CLIENT shall review such statement and pay it within 30 days of receipt. Invoices shall be mailed to:

Client Name: Butler County
c/o Steve Bicehouse, Director
Butler County Emergency Services
Address: 120 McCune Drive
City, State, Zip: Butler, PA 16001
Email: sbicehou@co.butler.pa.us

6.2.2. **Unpaid invoices.** If CLIENT fails to make payment due to PROVIDER for Services and expenses within thirty days after receipt of invoice, the amounts due to PROVIDER shall be increased at the rate of 1% per month from said thirtieth day. In addition, PROVIDER may suspend Services under this Agreement until PROVIDER has been paid in full for all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

SECTION SEVEN—GENERAL CONSIDERATIONS

7.1. **Direction and Control.** PROVIDER agrees that PROVIDER will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the CLIENT. The parties agree that PROVIDER is not entitled to any benefits or rights enjoyed by employees of the CLIENT. PROVIDER specifically has the right to direct and control PROVIDER's own activities in providing the agreed upon Services in accordance with the specifications set out in this Agreement. The CLIENT shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

7.2. **Ownership.** Unless otherwise provided for in this Agreement, all deliverables, reports, plans, specifications, data and documents produced in the performance of the Services shall become the property of the CLIENT.

7.2.1. **Pre-Existing Intellectual Property.** Unless otherwise provided in writing, the PROVIDER shall be deemed the author of and shall retain all common law, statutory and other reserve rights, to all pre-existing intellectual property including the copyright of any drawings, specifications, proprietary programming, data solutions and other documents prepared or otherwise obtained by PROVIDER or its affiliates independent of this contract.

7.3. **Successors and Assigns.** The CLIENT and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

7.4. **Changes.** No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.



7.5. Compliance and Standards. PROVIDER agrees to perform the Services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Services performed hereunder. PROVIDER shall not access any information which they are not authorized to receive, and under no circumstances shall PROVIDER at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of the Services hereunder without express written consent of CLIENT, nor shall PROVIDER copy, recreate or use any such confidential information or documents other than for the performance of this Agreement. PROVIDER shall not divulge or otherwise make use of trade secrets or other confidential information, procedures or policies under this Agreement. Neither shall PROVIDER copy, recreate or use any proprietary information of any third party in the performance of this Agreement except to the extent authorized by such third parties.

7.6. Conflict of Interest. PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or Services required hereunder.

7.7. Termination. Either Party may unilaterally terminate this Agreement for any of the following reasons, so long as the terminating Party has notified the other Party of its intent to terminate, the reason for such termination, and allowed the other Party no less than 30 business days prior to the effective termination date in which to cure the stated reasons:

- a. Actual failure of the other Party to fulfill its obligations hereunder;
- b. Anticipated failure of the other Party to fulfill its obligations hereunder, or anticipated inability of the other Party to perform the work, due to: (1) inadequate financial capability or (ii) loss or material degradation of corporate capabilities which are essential to the other program requirements, including without limitation loss or unavailability of the other Party's key employees;
- c. The insolvency of the other Party or the filing by or against the other Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other Party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the other Party.

Upon termination of this Agreement, CLIENT shall pay PROVIDER for services rendered and expenses incurred hereunder which have not been previously paid or disputed by CLIENT for the period up to the date of termination.

7.8. Notices. All notices required in this Agreement shall be in writing and shall be sent by certified mail (return receipt requested), hand delivered, or sent by courier service requiring signed acceptance.

If to CLIENT:

Butler County, Pennsylvania
c/o Steve Bicehouse, Director
Butler County Emergency Services
120 McCune Drive
Butler, PA 16001

If to PROVIDER:

Darrin J. Reilly, President and Chief Executive Officer
Mission Critical Partners, LLC
690 Gray's Woods Boulevard
Port Matilda, PA 16870



MissionCriticalPartners

- 7.9. Confidentiality.** CLIENT and PROVIDER agree other shall not disclose, transfer, sell or otherwise release confidential information gained by reason of performance under this Agreement to any party. Such information shall be used solely for the purposes necessary to meet the requirements under this Agreement.
- 7.10. Non-assignment.** PROVIDER shall not subcontract or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the CLIENT.
- 7.11. Governing Laws and Venue.** This Agreement shall be governed by the laws of the state in which the Services are provided.
- 7.12. Signatory.** Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of CLIENT or PROVIDER, as the case may be, and that upon execution of this Agreement, it shall constitute a binding obligation of the CLIENT and PROVIDER.
- 7.13. Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 7.14. Severability.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
- 7.15. Non-waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 7.16. Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 7.17. Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
- 7.18. Captions and Section Headings.** Captions and section headings included in this Agreement are intended for convenience only and shall not be used to construe, explain or modify this Agreement in any manner whatsoever.
- 7.19. Project Records.** For a period of two years after completion of all work to be performed, PROVIDER shall keep and make available to CLIENT for inspection and copying, upon written request by CLIENT, all records in PROVIDER's possession relating to this Agreement.
- 7.20. Entire Agreement.** This Agreement and all schedules constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, understandings or representations. No change, modification, alteration or addition to the terms and conditions of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.
- 7.21. Nondiscrimination.** PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- 7.22. Affirmative Action and Equal Opportunity Employer.** PROVIDER is an Affirmative Action Employer and an Equal Opportunity Employer of Protected Veterans.

EOE/AA - Minorities/Females/Disabled/Veterans

The Contractor or Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion,

sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

7.23. Indemnification. CLIENT and PROVIDER shall mutually indemnify, defend and hold the other harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or relating to claims, causes of actions, lawsuits or other proceedings, regardless of legal theory, that result in whole or in part, of each other's officials, officers, directors, agents, employees and contractors/subcontractors: (1) negligence; (2) substantial breach of representation, warrant or covenant made herein, or (3) any claims that products or services provided infringe any other proprietary right of any third party. In a similar manner, the parties shall mutually indemnify, defend and hold harmless from and against damages, etc., that result in whole or in part from each other's officials and officers intentional misconduct or fraud.

Notwithstanding any provision in this Agreement to the contrary, neither party, nor its officials, officers, directors, agents, employees and contractors/subcontractors, shall be liable hereunder for any consequential or indirect loss or damage or any other special or incidental damages incurred or suffered hereunder by the other party or its officials, officers, directors, agents, employees or contractors/subcontractors, unless such damages are based upon the gross negligence or willful misconduct of CLIENT or PROVIDER.

7.24. Nonsolicitation of Employees. During and for one (1) year after the term of this Agreement, CLIENT will not solicit the employment of, or employ the PROVIDER's personnel, without the PROVIDER's prior written consent.

7.25. Arbitration. All disputes arising between the parties in connection with this Agreement, which cannot first be settled amicably and satisfactorily between the parties, shall be finally settled under the rules of arbitration of the American Arbitration Association by a mutually agreeable arbitrator selected by the parties. If the parties cannot agree upon a single arbitrator, the matter shall be submitted to a board of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so selected shall appoint a third arbitrator. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in Centre County, Pennsylvania.

7.26. Proprietary Information. The Parties anticipate that performance of this Agreement may require them to disclose to each other information of a proprietary nature. Therefore, as an integral part of this transaction, the Parties agree to the following:

- a. Proprietary information disclosed by either Party may only be used by the other Party in performing its obligations under this Agreement.
- b. This Agreement is confidential and proprietary, and neither Party may disclose its contents without the prior written consent of other Party.

7.27. General Announcement. Notwithstanding any other provision of this Agreement, the Parties agree that PROVIDER may issue a press release or similar public announcement related to the overall Purpose of this Agreement subsequent to notification of CLIENT.

7.28. Insurance. The PROVIDER shall obtain and maintain adequate insurance, including professional liability insurance and any other insurance which CLIENT reasonably may require. Upon CLIENT's request, PROVIDER will promptly furnish CLIENT with certificates of insurance showing such coverage and naming CLIENT as an additional insured for the duration of this Agreement.

7.29. Acceptance. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the Parties in the space below.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year below written.

Witness/Attest:

Butler County, Pennsylvania

(CLIENT)

By:

Date:

By:

Date:

By:

Date:

Witness:

Mission Critical Partners, LLC

(PROVIDER)

By:

John L. Spearly, Director of Contract Administration

Date:

SCHEDULE A—SCOPE OF WORK

Project Understanding

Mission Critical Partners (MCP) understands that Butler County (County) has identified the need to obtain a professional services consulting firm to assist them in executing on the recommendations outlined in the assessment provided through the Region 13 geographic information system (GIS) project. A summary of the recommendations, which are outlined specifically in Appendix A of the Geographic Information System MAPS Assessment provided to the County, fit into several categories:

| Evaluation Factor | Recommendations |
|--------------------------------|-----------------|
| GIS Data Readiness | 4 |
| Production Environment | 4 |
| Regional Coordination | 5 |
| Training | 3 |
| Computer-Aided Dispatch | 3 |
| General Information Technology | 3 |
| Addressing | 2 |
| Documentation | 6 |

Scope of Work

Task 1: Project Initiation

MCP will conduct a project initiation meeting with the project team and stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles
- Review and seek alignment on the desired outcomes, deliverables and timeline

MCP's project manager (PM) will facilitate the meeting. Prior to the meeting, MCP will review available documentation regarding our approach to determining GIS readiness.

Along with walking through our methodology to complete this project, MCP will walk through our proprietary assessment tool—Model for Advancing Public SafetySM (MAPS[®]) methodology, which is based on a variety of mature, broadly-accepted public safety and information technology (IT) standards, formalized accreditation programs, as well as industry best practices—to evaluate the status of the various system components.

The work plan shall be designed to help Butler County to:

- Work towards emergency communications ecosystem of today and tomorrow in an accelerated fashion
- Continue to measure the effectiveness of the GIS program and staffing levels, and focus on the most critical aspects

Task 2: GIS Remediation Services

MCP has conducted an initial pre-kickoff discussion with the Butler County Public Safety Answering Point (PSAP) and GIS stakeholders and has developed a preliminary workplan that will be enhanced during project kickoff.

In order to continue to ensure that the County's current computer-aided dispatch (CAD) system, call handling system and the statewide Next Generation 911 (NG911) system have access to reliable and up to date GIS data, Butler County will require on-demand support and staff augmentation.

MCP will develop, at the County's direction, a plan to prioritize and address the recommendations set forth in the Region 13 assessment. According to this plan, MCP will either directly remediate the issues identified in the recommendations, at the County's request, or support County GIS personnel in remediating them.

As part of the regional CAD effort that Butler County has been a party to, MCP has already performed significant validation of the County's GIS data by synchronizing and validating against the current Master Street Address Guide (MSAG) and Automatic Location Information (ALI) database. Additionally, MCP has already converted the existing County 911 geodatabase to an information model consistent with regional, state and national standards. MCP will continue to support this geodatabase, as well as any necessary reconfiguration of the Map Exchange Document (MXD) and Esri Address Data Management tools already provided to Butler County. MCP will also continue to provide on-site training to Butler County personnel for the use of the database and tools as requested.



Deliverables:

- Continued database schema updates as necessary to stay in alignment with the fields and requirements of:
 - Pennsylvania Emergency Management Agency's (PEMA) upcoming NG911 initiative
 - Any updates to Butler County's Motorola CAD software which may require field additions
 - Other applicable national and statewide standards
- Continued support for MXD configured with updated addressing tools
- On-site training as required for Butler County GIS personnel specific to the schema, MXD and addressing tools (one-day session)
- Provide updates to Butler County's Continuity of Operations (COOP) and 911 disaster recovery plans, upon request, to include GIS specific considerations
- Enhanced workflow analysis with best practice recommendations for future coordination and database configuration in relation to coordination with other county, regional and Commonwealth databases



- Verification of address points in Butler County, as well as necessary updates and support for readdressing efforts
- Three-year strategic plan that outlines specific tasks and budgetary estimates to fully implement the recommendations in the MAPS assessment beyond 2022

The items outlined so far represent MCP's initial view on the tasking necessary to support the County in the remediation of their data for NG911. MCP personnel will be available to support Butler County for the implementation and other recommendations in the MAPS assessment for 12 months beyond contract signing as prioritized and mutually agreed upon during the kickoff meeting.

SCHEDULE B—HOURLY RATES

MISSION CRITICAL PARTNERS, LLC
2022 Rate Schedule – Including Expenses

| Title | Labor Rate Per Hour |
|------------------------------------|---------------------|
| Support Specialist | \$93.00 |
| Support Specialist I | \$101.00 |
| Support Specialist II | \$126.00 |
| Support Specialist III | \$131.00 |
| Emergency Number Specialist | \$140.00 |
| Policy Specialist/Technical Writer | \$167.00 |
| Public Safety Specialist | \$167.00 |
| Public Safety Specialist II | \$179.00 |
| Communications Specialist | \$195.00 |
| Planner | \$213.00 |
| Assistant Project Manager | \$214.00 |
| Technology Specialist I | \$225.00 |
| Project Manager | \$233.00 |
| Consultant | \$244.00 |
| Technology Specialist II | \$244.00 |
| Operations Specialist I | \$244.00 |
| Lead Policy Consultant | \$252.00 |
| Sr. Technology Specialist | \$258.00 |
| Emergency Response Specialist | \$258.00 |
| Operations Specialist II | \$258.00 |
| Sr. Project Manager | \$266.00 |
| Sr. Consultant | \$274.00 |
| Sr. Services Specialist | \$274.00 |
| Program Manager | \$281.00 |
| Forensics Analyst | \$290.00 |
| Consulting Manager | \$314.00 |
| Sr. Program Manager | \$314.00 |
| Principal | \$328.00 |





QUOTE CONFIRMATION

DEAR JAMES VENTURINI,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| MTVC268 | 6/1/2022 | MTVC268 | 1240021 | \$1,704.86 |

| QUOTE DETAILS | | | | |
|------------------------------------------------------------------|-----|---------|------------|------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| SonicWall Firewall SSL VPN - license - 250 users | 1 | 3247238 | \$1,704.86 | \$1,704.86 |
| Mfg. Part#: 01-SSC-6113 | | | | |
| UNSPSC: 43233204 | | | | |
| Electronic distribution - NO MEDIA | | | | |
| Contract: COSTARS Software Contract (006-064) | | | | |

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------|
| PURCHASER BILLING INFO | SUBTOTAL | \$1,704.86 |
| Billing Address: BUTLER COUNTY PURCHASING ACCTS PAYABLE PO BOX 1208 BUTLER, PA 16003-1208 Phone: (724) 284-0017 Payment Terms: Net 30 Days-Govt State/Local | SHIPPING | \$0.00 |
| | SALES TAX | \$0.00 |
| | GRAND TOTAL | \$1,704.86 |
| DELIVER TO | Please remit payments to: | |
| Shipping Address: BUTLER COUNTY PURCHASING JAMES VENTURINI PO BOX 1208 BUTLER, PA 16003-1208 Phone: (724) 284-0017 Shipping Method: ELECTRONIC DISTRIBUTION | CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |

| Need Assistance? CDW•G LLC SALES CONTACT INFORMATION | | |
|------------------------------------------------------|--------------|-----------------------------------|
| | Beth Rheiner | (855) 822-1392 bethrhe@cdwg.com |

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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BOARD OF COUNTY COMMISSIONERS
Leslie A. Osche, Chairman
Kimberly D. Geyer, Vice-Chairman
Kevin E. Boozel, M.S. Secretary



HUMAN SERVICES DEPARTMENT

COUNTY GOVERNMENT CENTER ANNEX – 1st FLOOR
124 WEST DIAMOND STREET, P.O. BOX 1208
BUTLER, PA 16003-1208

Butler County

TELEPHONE: (724) 284-5114 – TTD USERS: (724) 284-5473
FAX: (724) 284-5128 – EMAIL: bcmhmr@co.butler.pa.us

Brandon Savochka
Human Services Director

William Kepple
Human Services Fiscal Officer

Amanda Feltenberger
Director of Integrated Services

DATE: July 21, 2022

TO: Lori Altman
Human Resources Director/Chief Clerk

FROM: Brandon Savochka
Human Services Director

RE: Commissioners' Public Meeting – July 27, 2022
Human Services Agreements

I am requesting Commissioners' approval of the following Human Services items:

Human Services

1. Approval of the following Human Services amendment for FY 2021-2022:

Catholic Charities ESG Amendment #3 - Amended to extend the contract end date from June 30, 2022 to August 31, 2022 and decrease program by \$9,750 for a new program maximum of \$1,411,492

2. Approval of the following Human Services amendment for FY 2020-2021:

The CARE Center CV Amendment # 2 - Amended to extend the contract end date from June 30, 2022 to August 31, 2022. Amended to increase the contract by \$12,750 for a new program maximum of \$121,682

3. Approval of the re-appointment of the following board member for a second three-year term on the MH/EI/ID Advisory Board from August 8, 2022 to August 7, 2025:

Ms. Cathryn Heakins
136 Great Belt Road
Butler, PA 16002

Drug & Alcohol

1. The Drug & Alcohol Advisory Board has voted to recommend for Commissioners' approval the appointment of the following new board member:

Mr. Joshua Hakeem
807 Meadow Village Drive
Butler, PA 16001
Term: 7/27/2022 – 7/26/2025

2. Approval of the following Drug & Alcohol contracts for FY 2022-2023:

| Abstinent Living at the Turning Point: | | |
|-----------------------------------------------|------------------------------------------------------------|---------------|
| Facility No. 637-023 | Halfway House- Adult Female | \$139.00/ Day |
| | MAT Services | At Cost |
| Facility No. 637-039 | Halfway House- Adult- Women with Children | \$242.00/ Day |
| | MAT Services | At Cost |
| Bowling Green Brandywine: | | |
| Facility No. 157-024 | Non-Hospital Detoxification- Adult | \$400.00/Day |
| | Non-Hospital Inpatient - Adult | \$353.00/ Day |
| | Non-Hospital Co-occurring Inpatient- Adult Co-occurring | \$272.00/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |
| White Deer Run: | | |
| Facility No. 601-031 | Non-Hospital Detoxification- Adult | \$345.00/ Day |
| | Non-Hospital Inpatient - Adult | \$299.00/ Day |
| | Non-Hospital Co-occurring Inpatient- Adult | \$303.00/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |
| Facility No. 367-058 | Non-Hospital Detoxification- Adult | \$327.00/ Day |
| | Non-Hospital Inpatient - Adult- Short Term | \$276.00/ Day |
| | Non-Hospital Co-occurring Inpatient- Adult | \$324.00/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |
| Facility No. 677-069 | Non-Hospital Detoxification- Adult | \$354.00/ Day |
| | Non-Hospital Inpatient - Adult | \$298.00/ Day |
| | Non-Hospital Co-occurring Inpatient- Adult | \$381.00/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |
| Facility No. 677-086 | Non-Hospital Detoxification- Adult | \$309.00/ Day |
| | Non-Hospital Inpatient - Adult | \$240.00/ Day |
| | Non-Hospital Co-occurring Inpatient- Adult | \$269.00/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |

| | | |
|---------------------------------------------|---------------------------------------------------------------------------------|---------------|
| Facility No. 387-017 | Non-Hospital Detoxification- Adult | \$276.00/ Day |
| | Non-Hospital Inpatient - Adult | \$233.00/ Day |
| | Non-Hospital Co-occurring Inpatient- Adult | \$255.00/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |
| Facility No. 417-030 | Partial Hospitalization- Adult | \$105.00/ Day |
| | MAT Services | At Cost |
| Foundations Medical Services: | | |
| Facility No. 107-034 | Methadone Maintenance | \$14.28/ Day |
| Cove Forge Behavioral Health System: | | |
| Facility No. 077-009 | Non-Hospital Detoxification- Adult | \$324.00/ Day |
| | Non-Hospital Inpatient - Adult | \$270.00/ Day |
| | Non-Hospital Co-occurring Inpatient- Adult | \$322.00/ Day |
| | Partial Hospitalization Services- Adult | \$122.00/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |
| Pyramid Healthcare: | | |
| Facility No. 077-019 | Non-Hospital Detoxification- Adult & Adolescent | \$322.00/ Day |
| | Level 3.5-Non-Hospital Inpatient -Adult | \$258.00/ Day |
| | Level 3.5 Enhanced-Non-Hospital Co-occurring Inpatient-Adult | \$286.00/ Day |
| | Level 3.7- Non-Hospital Medically Monitored Intensive Inpatient - Adult | \$284.00/ Day |
| | Level 3.7 Enhanced- Non-Hospital Medically Monitored Intensive Inpatient- Adult | \$312.00/ Day |
| | Partial Hospitalization- Adult | \$125.00 |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |
| Facility No. 707-235 | Non-Hospital Inpatient- Young Adult Males | \$312.30/ Day |
| | MAT Services | At Cost |
| Facility No. 707-233 | Non-Hospital Detoxification- Adult | \$391.00/ Day |
| | Level 3.5-Non-Hospital Inpatient -Adult | \$338.10/ Day |
| | Level 3.5 Enhanced-Non-Hospital Co-occurring Inpatient-Adult | \$327.44/ Day |
| | Level 3.7- Non-Hospital Medically Monitored Intensive Inpatient - Adult | \$302.51/ Day |
| | Level 3.7 Enhanced- Non-Hospital Medically Monitored Intensive Inpatient- Adult | \$355.01/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |

| | | |
|----------------------------------|----------------------------------------------------|---------------------|
| Facility No. 447-027 | Non-Hospital Inpatient-Adult | \$238.00/ Day |
| | Partial Hospitalization- Adult | \$125.00/ Day |
| | MAT Services | At Cost |
| Facility No. 077-018 | Halfway House- Adult Female | \$122.00/ Day |
| | MAT Services | At Cost |
| Facility No. 077-026 | Halfway House- Adult Male | \$125.00/ Day |
| | MAT Services | At Cost |
| Facility No. 077-014 | Halfway House- Adult Male | \$133.00/ Day |
| | MAT Services | At Cost |
| Arc Manor: | | |
| Facility No. 031-056 | Non-Hospital Inpatient-Adult | \$250.00/ Day |
| | MAT Services | At Cost |
| | Intensive Outpatient Services-Adult | \$9.06/ 15 Minutes |
| | Outpatient Individual Services- Adult & Adolescent | \$31.56/ 15 Minutes |
| Alpine Springs LLC: | | |
| Facility No. 437-030 | Non-Hospital Detoxification- Adult | \$398.00/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |
| Facility No. 207-020 | Non-Hospital Inpatient-Adult | \$270.00/ Day |
| | MAT Services | At Cost |
| Resolutions Recovery LLC: | | |
| Facility No. 437-031 | Non-Hospital Detoxification- Adult | \$300.00/ Day |
| | Non-Hospital Inpatient-Adult | \$320.00/ Day |
| | CM Services: Completion of Initial SOR GPRA | \$45.00/Event |
| | MAT Services | At Cost |

Children & Youth

- Approval of the following contracts with Butler County Children and Youth/Juvenile Probation for the FY July 1, 2022-June 30, 2023.

| | | Maint | Admin | Total | Unit |
|----------------------------|--------------------------------|-------|-------|---------------|---------|
| Achieva Support | Parenting Support - Level 2 | | | 11.44 | 15 min. |
| Adoption Connection | | | | | |
| 411680 | Family Connections Foster Care | 23.00 | 45.86 | 68.86 | Day |
| 411680 | Family Connections Foster Care | 57.00 | 45.83 | 102.83 | Day |
| 411680 | Family Connections Foster Care | 34.00 | 45.86 | 79.86 | Day |
| 411680 | Family Connections Foster Care | 69.00 | 45.86 | 114.86 | Day |
| 411680 | Family Connections Foster Care | 64.00 | 45.87 | 109.87 | Day |

| | | | | | |
|-----------------------------------------|-------------------------------------------|--------|--------|---------------|-----------|
| 411680 | Family Connections Foster Care | 39.00 | 45.85 | 84.85 | Day |
| <i>Non-Placement Services</i> | Transportation Services-Authorized Only | | | 8.75 | 15 min |
| | Case Management | | | 11.50 | 15 min |
| | Visitation Level 1 | | | 10.90 | 15 min |
| | Visitation Level 2 | | | 12.00 | 15 min |
| | Monitor Exchange | | | 22.00 | per event |
| Alliance for Nonprofit Resources | Truancy Intervention Program (TIP) | | | 37.10 | Hour |
| | Mileage Based Transportation | | | 2.20 | Mile |
| Alternative Living Solutions | | | | | |
| <i>MULTIPLE</i> | | | | | |
| 441000 | Transitional Living | 175.72 | 67.76 | 243.48 | Day |
| 444600 | Transitional Living | 175.72 | 67.76 | 243.48 | Day |
| 444610 | Transitional Living | 175.72 | 67.76 | 243.48 | Day |
| 442110 | Transitional Living | 175.72 | 67.76 | 243.48 | Day |
| 444620 | Transitional Living | 175.72 | 67.76 | 243.48 | Day |
| 444640 | Transitional Living | 175.72 | 67.76 | 243.48 | Day |
| 443960 | Transitional Living | 175.72 | 67.76 | 243.48 | Day |
| 446300 | Supervised Independent Living | 63.28 | 180.20 | 243.48 | Day |
| <i>Non-Placement Services</i> | Transportation Services - Authorized Only | | | 8.75 | 15 min |
| Benjamin J. Yaroch, LCSW, ACSW | Individual Therapy | | | 8.20 | 6 min |
| | Group Therapy | | | 7.11 | 15 min |
| | Family Therapy | | | 21.86 | 15 min |
| | Clinical Supervised Family Visits | | | 21.86 | 15 min |
| | Intake | | | 7.27 | 6 min |
| | Month Report Writing | | | 5.67 | 6 min |
| | Court Reports/Recommendations | | | 6.18 | 6 min |
| | Court Preparation | | | 6.18 | 6 min |
| | Professional Consultation | | | 6.18 | 6 min |
| | Expert Court Testimony | | | 103.00 | Hour |
| | Assessment/ Risk Assessment | | | 724.86 | Per Event |
| | Re-Assessment | | | 7.05 | 6 min |
| | (Travel is not included.) | | | | |
| Bethany Christian Services | | | | | |
| <i>Foster Services - Wexford PA</i> | | | | | |
| 400560 | Foster Care Level I | 19.00 | 13.11 | 32.11 | Day |
| | Foster Care Level II | 22.74 | 17.47 | 40.21 | Day |
| | Foster Care Level III | 29.45 | 26.22 | 55.67 | Day |
| <i>Non-Placement Services</i> | Transportation Services-Authorized Only | | | 8.75 | 15 min |
| | Visitation Level 1 | | | 10.90 | 15 min |

| | | | | | |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------|--------|-------------------|-----------|
| | Visitation Level 2 | | | 12.00 | 15 min |
| | Monitor Exchange | | | 22.00 | per event |
| | Counseling/Coaching | | | 11.50 | 15 min |
| | Case Management | | | 11.50 | 15 min |
| | Safe Families | | | 100,000.00 | Annual |
| Bethesda Lutheran Services | | | | | |
| <i>Non-Placement Services</i> | | | | | |
| | Diagnostic In-Home Treatment | | | 47.70 | Day |
| | Transportation Services-Authorized Only | | | 8.75 | 15 min |
| <i>MULTIPLE</i> | Residential Community | | | | |
| 402570 | | 97.10 | 218.49 | 315.59 | Day |
| 402560 | | 97.10 | 218.49 | 315.59 | Day |
| <i>MULTIPLE</i> | Group Home | | | | |
| 467820 | | 30.49 | 271.00 | 301.49 | Day |
| 438300 | | 25.02 | 144.73 | 169.75 | Day |
| <i>MULTIPLE</i> | Emergency Shelter | | | | |
| 402570 | | 92.07 | 207.18 | 299.25 | Day |
| 402560 | | 92.07 | 207.18 | 299.25 | Day |
| 424190 | | 92.07 | 207.18 | 299.25 | Day |
| 424190 | Right Start for Young Mothers | 31.87 | 305.17 | 337.04 | Day |
| 424190 | Right Start for Young Mothers | 44.10 | 420.44 | 464.54 | Day |
| 424190 | Right Start for Young Mothers | 12.24 | 115.26 | 127.50 | Day |
| <i>Foster Care Services</i> | | | | | |
| 431900 | Therapeutic Foster Care Ages 0-12 | 41.00 | 36.02 | 77.02 | Day |
| 431900 | Therapeutic Foster Care Ages 13-21 | 46.00 | 36.02 | 82.02 | Day |
| 431900 | Foster Care - Case Mgt. Ages 0-12 | 35.00 | 87.60 | 122.60 | Day |
| 431900 | Foster Care - Case Mgt. Ages 13-21 | 40.00 | 87.60 | 127.60 | Day |
| Butler County Alliance for Children DBA The Children's Advocacy Center of Butler County | | | | | |
| | Child Advocacy Center | | | 195,000.00 | Annual |
| CAPS Agreement | CAI CAPS IT Support Fee | | | 812.50 | |
| Center for Community Resources | Ages and Stages | | | 40.00 | Per event |
| | I & R Referral | | | 50.00 | Per event |
| | Family Group Decision Making - Complete Conference to include 1 follow-up mtg | | | 3,000.00 | Per event |
| | Family Group Decision Making - 2nd Conf w/in 1 year full follow-up to other models | | | 2,000.00 | Per event |

| | | | | | |
|------------------------------------------------------------------|------------------------------------------------------|--------|--------|-----------------|-----------|
| | Family Group Decision Making - Successful Referral | | | 1,000.00 | Per event |
| | Family Group Decision Making - Unsuccessful Referral | | | 250.00 | Per event |
| | Family Group Decision Making - STAR | | | 1,500.00 | Per event |
| | Rapid Response | | | 2,000.00 | Per event |
| Check Your Mate Investigations | Investigation and Services | | | 60.00 | Hour |
| Child & Adolescent Clinical Associates | | | | | |
| <i>Juvenile Justice Program</i> | | | | | |
| | Psychoeducational Services | | | 90.00 | Hour |
| | Psychoeducational Services | | | 70.00 | Hour |
| | Psychiatric Evaluations | | | 135.00 | Per event |
| | Medication Checks | | | 40.00 | Per event |
| | Psychological Assessment with report | | | 450.00 | Per event |
| | Consultation With MDT | | | 90.00 | Per event |
| | Consultation With MDT | | | 70.00 | Per event |
| | In-Home/Individual | | | 58.30 | Hour |
| <i>New Hope Program</i> | | | | | |
| | Psychoeducational Services | | | 105.00 | Hour |
| | Psychoeducational Services | | | 85.00 | Hour |
| | Psychiatric Evaluations | | | 135.00 | Per event |
| | Medication Checks | | | 62.00 | Per event |
| | Psychological Assessment with report | | | 450.00 | Per event |
| | Consultation With MDT | | | 105.00 | Per event |
| | Consultation With MDT | | | 85.00 | Per event |
| | In-Home/Individual | | | 68.90 | Hour |
| | Neuropsychological Evaluation w/ Report | | | 1,100.00 | Per event |
| | Special Evaluation - Bonding Assessment | | | 90.00 | Hour |
| | Court Testimony for Bonding Assessment | | | 7.95 | 15 min |
| | Court Testimony for Bonding Assessment | | | 14.60 | 15 min |
| | Court Testimony for Bonding Assessment | | | 22.50 | 15 min |
| City Mission - Living Stone, Inc. (ASPIRE) | | | | | |
| <i>MULTIPLE</i> | | | | | |
| 448960 | Transitional Living - Supervised | 139.81 | 60.19 | 200.00 | Day |
| 448970 | Transitional Living - Supervised | 139.81 | 60.19 | 200.00 | Day |
| 448980 | Transitional Living - Supervised | 139.81 | 60.19 | 200.00 | Day |
| <i>Non-Placement Services</i> | Clothing - One-Time Only | | | 250.00 | Per Child |
| Community Specialists Corporation dba New Outlook Academy | | | | | |
| 401650 | General Residential | 111.22 | 182.02 | 293.24 | Per Diem |
| 401650 | Inpatient Drug & Alcohol | 209.28 | 144.00 | 353.28 | Per Diem |
| 401650 | Shelter Care | 133.31 | 227.28 | 360.59 | Per Diem |
| 401650 | Specialized Settings | 176.29 | 198.21 | 374.50 | Per Diem |

| | | | |
|-------------------------------------|-------------------------------------------------------------------|---------------|-------------------|
| Crissman, David M., Esq. | Attorney Fee - 7/1/22-6/30/23 | 60.00 | Hour |
| | Annual Max. \$20,000 | | |
| District of Belmont-Harrison | | | |
| | Direct File Cases Includes \$94.00 educational fee | 250.00 | Per day |
| | Other Cases Includes \$94.00 education fee | 220.00 | Per day |
| | Transportation | 25.00 | Per hour |
| Dr. Eric Bernstein | | | |
| | Parental Capacity Evaluations | 94.00 | Hour |
| | Bonding Assessments | 94.00 | Hour |
| | No Show Rate/Late Fee | 75.00 | per event |
| | Court Testimony | 21.25 | 15 min |
| Family Pathways | | | |
| | Psychiatric Evaluation With Report | 230.00 | Per event |
| | Mental Health Assessment | 77.40 | Per event |
| | Individual Therapy (Licensed Professional) | 15.90 | 15 min |
| | Family Therapy (Licensed Professional) | 15.90 | 15 min |
| | Group Therapy (Licensed Professional or Facility) | 8.20 | 15 min |
| | Med Checks | 81.20 | Per event |
| | Counseling (Coaching) | 11.50 | 15 min |
| | Case Management | 11.50 | 15 min |
| | Transportation Services- Authorized Only | 8.75 | 15 min |
| | Transportation Stipend-Authorized Only | 21.20 | Weekly |
| | Case Aide | 7.00 | 15 min |
| | Educational Groups | 25.00 | Per event |
| | Support Groups | 25.00 | Per event |
| | Visitation Level I | 10.90 | 15 min |
| | Visitation Level II | 12.00 | 15 min |
| | Monitor Exchange | 22.00 | Per event |
| | Drug Screen - Test Provided, including pill count or urine screen | 10.90 | Per event |
| | Court Testimony Bachelors | 7.95 | 15 min |
| | Court Testimony Masters | 14.60 | 15 min |
| | Court Testimony Psychiatrist | 26.50 | 15 min |
| | Court Reports Bachelors | 31.80 | Per report |
| | Court Reports Masters | 58.30 | Per report |
| | Court Reports Psychiatrist | 106.00 | Per report |
| | Family Based Mental Health Services | 33.30 | 15 min |
| | Legacy Community Based Services | 15.40 | 15 min |
| | Non-Offending Parent Group/Assessment | 15.00 | 15 min |
| | Children's Treatment Group/Assessment | 15.00 | 15 min |
| | Monarch Montessori Preschool | | |
| | Level 1 2 day/week | 180.00 | Monthly |
| | Level 2 3 day/week | 225.00 | Monthly |
| | Level 3 5 day/week | 300.00 | Monthly |

| | School Supplies | | | 30.00 | Per Student State Rate |
|--------------------------------------|----------------------------------------------------------------------|-------|-------|-------------------|------------------------|
| | Transportation | | | | |
| Foster Services | | | | | |
| 413470 | Foster Care for Parenting Youth-One Child-0-21 | 50.00 | 24.91 | 74.91 | Day |
| 413470 | Foster Care for Parenting Youth-Two Children-0-21 | 75.00 | 24.91 | 99.91 | Day |
| 413470 | Foster Care - Ages 0-21 | 25.00 | 24.89 | 49.89 | Day |
| 413470 | Medical Foster Care - Ages 0-21 - Level I | 25.00 | 18.50 | 43.50 | Day |
| 413470 | Medical Foster Care - Ages 0-21 - Level II | 25.00 | 24.87 | 49.87 | Day |
| 413470 | Medical Foster Care - Ages 0-21 - Level III | 25.00 | 32.66 | 57.66 | Day |
| 413470 | Medical Foster Care - Ages 0-21 - Level IV | 25.00 | 32.66 | 57.66 | Day |
| Glade Run Lutheran Service | | | | | |
| Non-Placement Services | Supportive Family Housing Program | | | 257,500.00 | Annual |
| | Community Monitoring and Diversion Services | | | | |
| | CMDS - Level 1 - One Contact/Week | | | 19.00 | Day |
| | CMDS - Level 2 - Two Contacts/Week | | | 21.00 | Day |
| | CMDS - Level 3 - Three Contacts/Week | | | 23.00 | Day |
| | Electronic Monitoring with Community Monitoring and Diversion | | | | |
| | EM 1 - One Contact/Week | | | 25.00 | Day |
| | EM 2 - Two Contacts/Week | | | 27.00 | Day |
| | EM 3 - Three Contacts/Week | | | 29.00 | Day |
| | Alcohol Monitoring with Community Monitoring and Diversion | | | | |
| | AM 1 - One Contact/ Week | | | 28.00 | Day |
| | AM 2 - Two Contacts/ Week | | | 30.00 | Day |
| | AM 3 - Three Contacts/ Week | | | 32.00 | Day |
| | Transportation | | | 12.00 | 15 Min |
| | Drug Test | | | 20.00 | Test |
| | Day Treatment | | | 100.00 | Day |
| | Afterschool Program | | | 110.00 | Day |
| Jefferson County Detention | Detention | | | 205.00 | Day |
| | Transportation | | | 25.00 | Hour |
| Justice Works Youth Care Inc. | Independent Living Services | | | 630,000.00 | Annual |

| | | |
|------------------------------------------------------------------------------------|----------|------------|
| STOPP | 84.80 | Hour |
| Just Care | 79.50 | Hour |
| Why Try | 79.50 | Hour |
| Violation Initiative Program (VIP) | 84.80 | Hour |
| Family Group Decision Making - Complete Conference to include 1 follow-up mtg | 3,000.00 | Per event |
| Family Group Decision Making - 2nd Conf w/in 1 year full follow-up to other models | 2,000.00 | Per event |
| Family Group Decision Making - Successful Referral | 1,000.00 | Per event |
| Family Group Decision Making - Unsuccessful Referral | 250.00 | Per event |
| Drug Screening - Test Provided (Includes Pill Count or Urine Screen) | 10.90 | Per event |
| Transportation - Authorized Only | 8.75 | 15 min. |
| Weekly Stipend - Authorized Only | 21.20 | Weekly |
| Case Aide | 7.00 | 15 min. |
| Visitation | | |
| Level I | 10.90 | 15 min. |
| Level II | 12.00 | 15 min. |
| Monitor Exchange | 22.00 | Per event |
| Court Testimony Bachelors | 7.95 | 15 min |
| Court Testimony Masters | 14.60 | 15 min |
| Court Report Bachelors | 31.80 | Per report |
| Court Report Masters | 58.30 | Per report |

KATHYS CARE ADULT HOMES LLC

| | | | | | |
|------------------------|----------------------------|--------|-------|--------|----------|
| 452760 | TRANSTIONAL LIVING | 237.77 | 69.85 | 307.62 | PER DIEM |
| NON-PLACEMENT SERVICES | INITIAL CLOTHING ALLOWANCE | | | 104.00 | PER DIEM |

| | | | | | |
|---------------|----------------------------------|--|--|--------|-----------|
| Katie L. Haun | Polygraph with Outcome Report | | | 300.00 | Per event |
| | Court Testimony (Bachelor Level) | | | 7.50 | 15 min |

Keystone Adolescent Center

MULTIPLE

| | | | | | |
|--------|--------------------------------------------|--------|-------|--------|-----|
| 410770 | Residential/Shelter - Female | 173.11 | 26.47 | 199.58 | Day |
| 410770 | Residential/Shelter - Female - Intensive | 270.73 | 43.49 | 314.22 | Day |
| 410770 | Residential/Shelter - Female - Specialized | 254.87 | 57.88 | 312.75 | Day |

MULTIPLE

| | | | | | |
|--------|----------------------------|--------|-------|--------|-----|
| 437070 | Residential/Shelter - Male | 248.39 | 84.83 | 333.22 | Day |
| 473470 | Residential/Shelter - Male | 248.39 | 84.83 | 333.22 | Day |
| 437070 | Residential/Shelter - Male | 149.39 | 41.32 | 190.71 | Day |
| 473470 | Residential/Shelter - Male | 149.39 | 41.32 | 190.71 | Day |

| | | | | | |
|-------------------------------|-----------------------------------------------------------|--------|-------|--------|-----------|
| 437070 | Residential/Shelter - Male - Intensive | 248.30 | 59.89 | 308.19 | Day |
| 473470 | Residential/Shelter - Male - Intensive | 248.30 | 59.89 | 308.19 | Day |
| 434340 | Transitional Living - Female | 139.84 | 44.10 | 183.94 | Day |
| 400130 | Trans Liv-Male/Apt 1 | 142.31 | 26.41 | 168.72 | Day |
| 445430 | Trans Liv-Male/Apt 2 | 142.31 | 26.41 | 168.72 | Day |
| 445450 | Trans Liv-Male/Apt 3 | 142.31 | 26.41 | 168.72 | Day |
| 445460 | Trans Liv-Male/Apt 4 | 142.31 | 26.41 | 168.72 | Day |
| 445470 | Trans Liv-Male/Apt 5 | 142.31 | 26.41 | 168.72 | Day |
| <i>Foster Care Services</i> | | | | | |
| 465860 | Foster Ages 0 - 11 | 35.00 | 43.00 | 78.00 | Day |
| 465860 | Foster Ages 12- 21 | 40.00 | 43.00 | 83.00 | Day |
| | Foster Mother & Nondependent Baby Ages 12-21 | 75.00 | 43.00 | 118.00 | Day |
| | Supported Placement Level I & II Ages 0 -21 | 45.00 | 46.00 | 91.00 | Day |
| | Supported Placement Level III & IV Ages 0 -21 | 60.00 | 46.00 | 106.00 | Day |
| | Medically Dependent Ages 0 -21 | 45.00 | 46.00 | 91.00 | Day |
| <i>Non-Placement Services</i> | | | | | |
| | Counseling (Coaching)/Aftercare Program | | | 11.50 | 15 min |
| | Intensive Intervention/Prevention Program Residential | | | 75.00 | Day |
| | Transportation Services - Authorized Only | | | 8.75 | 15 min |
| | KIIP Weekend Program (Friday-Sunday) Females | | | 204.00 | Day |
| | Males | | | 190.71 | Day |
| | Diagnostic Program - Residents only | | | 20.00 | Day |
| <i>MHY Family Services</i> | | | | | |
| | Multisystemic Therapy | | | 51.37 | 15 min |
| | Intensive Community Monitoring | | | 18.00 | Day |
| | Intensive Community Monitoring | | | 20.00 | Day |
| | Intensive Community Monitoring | | | 22.00 | Day |
| | Intensive Community Monitoring & Electronic Monitoring | | | 24.00 | Day |
| | Electronic Monitoring | | | 26.00 | Day |
| | Electronic Monitoring | | | 28.00 | Day |
| | Psychiatric/Psychological Evaluation - Value Rate | | | 375.00 | Per event |
| | Sex Offender Treatment | | | | |
| | Psychological Assessment | | | 40.00 | 30 min |
| | Psychological Evaluation | | | 250.00 | Per event |
| | Victim Evaluation | | | 275.00 | Per event |
| | Individual Therapy | | | 22.25 | 15 min |
| | Group Therapy - Unrelated Parties | | | 22.25 | 15 min |
| | Family Therapy | | | 22.25 | 15 min |
| | Anger Management | | | 205.00 | Per event |
| | Anger Management | | | 43.00 | Hour |
| | Anger Management | | | 70.00 | Hour |
| | Drug Screen Panel - Test Provided | | | 10.90 | Per event |

| | | | | | |
|----------------------------------------------------------|----------------------------------------------|--------|--------|---------------|---------|
| | Court Testimony | | | 7.95 | 15 min |
| | Court Testimony | | | 14.60 | 15 min |
| | Court Testimony | | | 22.50 | 15 min |
| | Court Testimony | | | 26.50 | 15 min |
| Nicole L. Thurner Esq. | Attorney Services | | | 84.50 | Hour |
| Perseus House | | | | | |
| <i>Placement Services</i> | | | | | |
| 407390 | Perseus House Shelter | 240.98 | 31.90 | 272.88 | Day |
| 475820 | Andromeda House Intensive Treatment - Female | 262.97 | 50.72 | 313.69 | Day |
| 433330 | Florence Critendon - Baby | 47.24 | - | 47.24 | Day |
| 433330 | Florence Critendon - Mother/Baby | 345.88 | 82.61 | 428.49 | Day |
| <i>MA Facilities - Placement Services at Value Rates</i> | | | | | |
| 413190 | Perseus House Male RTF | | | 237.02 | Day |
| 475830 | Andromeda House Female RTF | | | 217.70 | Day |
| 441230 | Brighter Horizons RTF | | | 327.51 | Day |
| <i>Non-Placement Services</i> | | | | | |
| | Transportation Services-Authorized Only | | | 8.75 | 15 min |
| Pressley Ridge | | | | | |
| <i>1 LOCATION</i> | | | | | |
| 421800 | Foster Care | | | | |
| | Foster Family Class | 64.00 | 68.54 | 132.54 | Day |
| | Foster Family Class | 69.00 | 70.14 | 139.14 | Day |
| | Foster Family Class | 34.00 | 68.52 | 102.52 | Day |
| | Foster Family Class | 39.00 | 70.10 | 109.10 | Day |
| | Foster Family Class | 64.00 | 151.94 | 215.94 | Day |
| | Foster Family Class | 69.00 | 154.08 | 223.08 | Day |
| <i>Non-Placement Services</i> | | | | | |
| 449720 | Community Residential Rehabilitation | 51.00 | 34.33 | 85.33 | Day |
| The Children's Institute (Project Star) | | | | | |
| <i>MULTIPLE</i> | | | | | |
| 436670 | Foster Care | 24.00 | 59.04 | 83.04 | Day |
| 415310 | Foster Care | 25.00 | 80.86 | 105.86 | Day |
| | Minimal | 30.00 | 109.24 | 139.24 | Day |
| | Moderate | 30.00 | 146.96 | 176.96 | Day |
| | Intensive | | | | |
| | Severe | | | | |
| <i>Non-Placement Services</i> | | | | | |
| | Case Aide | | | 7.00 | 15 Min. |
| | Transportation Stipend - Authorized Only | | | 21.20 | Week |
| | Transportation - Authorized Only | | | 8.75 | 15 Min. |
| | Mileage - Prior Authorization | | | 0.585 | Mile |
| | Infant Care Coordination | | | 83.00 | Hour |

| | | | | | |
|--------------------------------------|-----------------------------------------------------------------------|-------|-------|--------|-------------|
| | Medical Complexities Care Coordination | | | 77.00 | Hour |
| | Substance Use Disorder Coordination | | | 77.00 | Hour |
| | Infant Parent Empowerment Program Individual | | | 75.00 | Hour |
| | Group | | | 45.00 | Participant |
| | In-Home Family Services | | | 82.00 | Hour |
| Three Rivers Adoption Council | | | | | |
| <i>Placement Services</i> | | | | | |
| 436240 | Minimal 0-18 | 25.00 | 54.01 | 79.01 | Day |
| 436240 | Moderate 0-18 | 27.00 | 53.82 | 80.82 | Day |
| 436240 | Intensive 0-18 | 30.00 | 67.28 | 97.28 | Day |
| 436240 | Severe 0-18 | 35.00 | 53.12 | 88.12 | Day |
| <i>Non-Placement Services</i> | | | | | |
| | Transportation | | | 8.75 | 15 min |
| Totin Family Services | | | | | |
| | Mental Health Assessment | | | 73.00 | Per event |
| | Individual Therapy - Licensed Professional | | | 15.90 | 15 min |
| | Family Therapy - Licensed Professional | | | 15.90 | 15 min |
| | Counseling (Coaching) | | | 11.50 | 15 min |
| | Case Management | | | 11.50 | 15 min |
| | Encompassing Families | | | 15.40 | 15 min |
| | Transportation Services-Authorized Only | | | 8.75 | 15 min |
| | Transportation Stipend-Authorized Only | | | 21.20 | Week |
| | Case Aide | | | 7.00 | 15 min |
| | Educational Groups | | | 25.00 | Per event |
| | Support Groups | | | 25.00 | Per event |
| | Assessments (Non-Therapeutic Interview) | | | 42.00 | Per event |
| | Anger Management Evaluation | | | 205.00 | Per event |
| | Anger Management Group Sessions | | | 43.00 | Hour |
| | Anger Management Individual Sessions | | | 70.00 | Hour |
| | Visitation Level 1 | | | 10.90 | 15 min |
| | Visitation Level 2 | | | 12.00 | 15 min |
| | Monitor Exchange | | | 22.00 | Per event |
| | Crisis In-Home Stabilization | | | 12.85 | 15 min |
| | Crisis In-Home Stabilization Step Down | | | 11.50 | 15 min |
| | Tangible Goods/Services | | | | |
| | Drug Screening - Test Provided (including pill count or urine screen) | | | 10.90 | Per event |
| | Court Testimony Bachelors | | | 7.95 | 15 min |
| | Court Testimony Masters | | | 14.60 | 15 min |
| | Court Report Bachelors | | | 31.80 | Per report |
| | Court Report Masters | | | 58.30 | Per report |

| | | | |
|----------------------------------------------------|---------------------------------------|---------------|-----------|
| Vocational & Psychological Services | Competency evaluation | 94.00 | Hour |
| | Adaptive Behavioral Assessment System | 94.00 | Hour |
| | Testimony | 94.00 | Hour |
| | Parental Capacity evaluation | 94.00 | Hour |
| | IQ Testing | 250.00 | Per event |
| | No-show Rate/Late Fee | 70.50 | Per event |

If you have any questions or require further information, please give my office a call. Thank you.

Butler County Commissioners' Council for Drug and Alcohol Programs

APPLICATION FOR MEMBERSHIP

PLEASE PRINT

| | | | |
|------|--------|--------|--------|
| Name | Hakeem | Joshua | Allen |
| | _____ | _____ | _____ |
| | Last | First | Middle |

Home Address 807 Meadow Village Dr Butler pa
16001 _____

Business Address 807 Meadow Village Dr Butler pa
16001 _____

Home Phone (724) 417-5665 _____ Business Phone (724) 417-
5665 _____

E-Mail Address
jhakeem002@gmail.com _____

Occupation and Title Construction Project Manager

Please answer the following questions:

1. How did you first learn about the Drug and Alcohol Council?

Rich Gigliotti he asked me to speak at a D&A Board meeting

2. What are your reasons for applying for appointment to the Council?

I would like to help the community learn more about how this process looks on the other side. To create opportunity to help others this is evolving battle and most people using are not them selfs and that looks different for each person how can we help them get on there feet to become the person they are proud of or the best version of themselves not perfect but able to live with stability. Also to be honest it will help keep me kind and thinking about others I don't want to forget where I came from and keep in mind im not perfect but I know I can help in so many ways.

3. Have you had previous experience with community advisory groups, Drug and Alcohol Programs or other activities? If so, please specify the type of experience.

N/A

4. What do you feel you can contribute to the Council?
Passion, to others, learning how others think and what is working and what isn't

5. Please identify any skills, education or training which you feel will help you as a Council member. Also identify any areas in which you would like additional training if you were appointed to the Council.

I would love to talk with the parole officers Being on state parole and having a good man as my P>O has helped me be successful in all parts of my life I think habing someone that has my back and keep me accountable is so important and the growth in myself is amazing I am grateful for that.

6. Do you serve on the Board of Directors of any other agency in the community? If so, please indicate below:

N/A

__N

7. There are certain positions on the council that are designed as to what areas of the community are represented. These are: Criminal Justice, Business or Industry, Labor, Education, Medicine, Psycho-Social Professional, Student (Full Time) and Community. Could you please indicate which category/ies might apply to your background? If none of these categories apply, we do have optional positions.

Im not sure how to answer this, but I would love to with the criminal justice side, help people coming out of prisons

8. Additional Comments:

Thanks for this opportunity. I am not perfect in any way but I am someone who cares.

9. References: (Please provide three.)

| Name | Title/Position | Address | Phone |
|------|----------------|---------|-------|
|------|----------------|---------|-------|

a. Rich Gigliotti Insurance Broker (724) 822-5120

b. Daniel Jacob State Parole Office (717) 908-6769

c. Amanda Boulanger Store Manager (724) 496-2224

10. We are required by the PA Department of Health to insure minority representation on the Drug and Alcohol Council. Please list your ethnic origin by checking the appropriate area.

Caucasian () African American () Native American ()
Latino () Asian () Other * _____

When completed, please forward to:
Grace Abbruzzese
Butler County Drug and Alcohol Program
P. O. Box 1208
Butler, PA 16003-1208
Email: gabbuzz@co.butler.pa.us

BOARD OF COUNTY COMMISSIONERS

Leslie A. Osche, Chairman
Kimberly D. Geyer, Vice Chairman
Kevin E. Boozel, Secretary

Beth A. Herold, RN, BSN, MBA
Administrator



Building 3, Sunnyview Home Complex - 111 Sunnyview Circle
Suite 101 – Butler, PA 16001-3547



Butler County

Area Agency on Aging

Phone (724) 282-3008 Fax (724) 282-1466 Toll Free 1-888-367-2434
Fax (724) 283-6844 Protective Service (724) 283-6955
aaainfo@co.butler.pa.us

TO: Leslie A. Osche
Kimberly D. Geyer
Kevin E. Boozel

FROM: *Beth A. Herold*
Beth A. Herold, RN, BSN, MBA, Administrator

DATE: July 21, 2022

RE: COMMISSIONERS' MEETING – July 27, 2022

I am submitting the following item for your consideration at the Commissioners' Public Meeting on July 27, 2022.

- **Advertisement Display – Lamar Advertising – Senior Center Positions**
I am requesting the Board's approval for a contract with Lamar Advertising for advertising displays for the current vacant senior center positions. The Display is for the period of 08/08/22-09/04/22 for a total cost of \$ 3,000.00. The display has been approved by the State. There are no county funds involved; payment will be made out of the Aging Block Grant.

If you have any questions or need additional information regarding these agenda items, please contact me.

BUTLER COUNTY HUMAN SERVICES

Area Agency on Aging • Children & Youth Services • Drug & Alcohol • Early Intervention & Intellectual Disabilities • Mental Health



**BUTLER COUNTY
CONSERVATION DISTRICT**

Conserving Natural Resources for Our Future

120 Hollywood Drive • Suite 201 • Butler PA 16001 • Phone (724)284-5270 • www.bccdonline.org

July 12, 2022

Butler County Board of Commissioners
Leslie A. Osche, Chair
Kimberly D. Geyer, Vice Chair
Kevin E. Boozel, Secretary

Dear Board of Commissioners:

The Conservation District has been housed at the Bantam Commons for the past three years. During this time the District's directors have explored purchasing a building, purchasing our current office space or extending the lease. The directors have decided that leasing our office space will allow the District staff to focus on the work of the District without spending time on the upkeep of the office space and managing a building. Providing timely reviews to permits in our growing county is a priority and this lease will allow us to better serve the community.

The Butler County Conservation District's Board of Directors requests the release of the funds that County has reserved for the District's use for capital items. These funds will be used as an upfront payment on a 20-year lease extension at our current location. This upfront payment will enable the District to have a known cost for the next 20 years, enabling the District to project operational costs for the a longer period.

We thank you for your consideration of our request and for the support you have provided over the years.

Respectfully,

Ian Harrell
District Manager
Butler County Conservation District

MaherDuessel

July 6, 2022

Board of County Commissioners
County of Butler
Butler County Government Center
P.O. Box 1208
Butler, PA 16003

Dear Board of County Commissioners:

Please accept this letter as an addendum to the services outlined in our original engagement letter of February 7, 2022.

Other Services - Agreed-Upon Procedures – SEFA Reconciliation

We will apply the agreed-upon procedures which the Commonwealth of Pennsylvania Department of Human Services (PA DHS), has specified, with respect to the supplemental schedules required by agreements with the County of Butler (Organization) as of and for the years ended December 31, 2021, 2022, 2023, and 2024. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in the section below. Your agreement and acknowledgment are evidenced by your agreement to this engagement letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

The procedures are as follows:

- a. Agree the expenditure amounts listed on the reconciliation schedule under the “Federal Expenditures per the SEFA” column to the audited Schedule of Expenditures of Federal Awards (SEFA).
- b. Agree the receipt amounts listed on the reconciliation schedule under the “Federal Awards Received per the audit confirmation reply from Pennsylvania” column to the subrecipient federal amounts that were reflected in the audit confirmation reply from the Office of Budget, Comptroller Operations.
- c. Recalculate the amounts listed under the “Difference” column.

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State College | Erie | Lancaster**

- d. Agree the amounts listed under the "Difference" column to the audited books and records of the Provider.
- e. Agree the "Detailed Explanation of the Differences" to the audited books and records of the Provider.
- f. Based on the procedures detailed in paragraphs (A) through (E) above, disclose any adjustments and/or findings which have not been reflected on the corresponding schedules.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the supplemental schedules. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue written reports upon completion of our engagement that lists the procedures performed and our findings. Our reports will be addressed to the Organization and PA DHS. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. You understand that the reports are intended solely for the use of the appropriate parties listed above and for the Organization and should not be used by anyone other than those specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgement, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the supplemental schedules, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the supplemental schedules and that they are in accordance with procedures specified by the PA DHS Single Audit Supplement; In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the Organization from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the supplemental schedules in accordance with the PA DHS Single Audit Supplement.

Other Services - Agreed-Upon Procedures – CYS Monitoring Schedule

We will apply the agreed-upon procedures which the Commonwealth of Pennsylvania Department of Human Services (PA DHS), has specified, with respect to the supplemental schedules required by agreements with the Organization as of and for the years ended June 30, 2021, 2022, 2023, and 2024. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in the section below. Your agreement and acknowledgment are evidenced by your agreement to this engagement letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

The procedures are as follows:

- a. Reconcile the list of providers under "Provider Name" column A to the providers who were paid for In-Home Purchased Services during the year according to the Organization's general ledger, cash disbursements journal, or similar record. Note any providers who were paid during the year but were not included on this schedule.
- b. Agree the response in column B to the appropriate Provider contract.

- c. Agree the information in columns C through I to the Organization's monitoring records for In-Home Purchased Service Providers.
- d. Based on the procedures detailed in paragraphs (a) through (c) above, disclose any exceptions or findings which have not been reflected on the corresponding schedule (list each separately).

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the supplemental schedules. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue written reports upon completion of our engagement that lists the procedures performed and our findings. Our reports will be addressed to the Organization PA DHS. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. You understand that the reports are intended solely for the use of the appropriate parties listed above and for the Organization and should not be used by anyone other than those specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgement, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the supplemental schedules, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

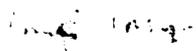
You are responsible for the supplemental schedules and that they are in accordance with procedures specified by the PA DHS Single Audit Supplement; In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the Organization from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the supplemental schedules in accordance with the PA DHS Single Audit Supplement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the document, and return it to us.

Sincerely,

Maher Duessel



BY: _____
Timothy J. Morgus, Partner

The arrangements described above are accepted by the Organization.

BY:

Signature

Name of authorized signer

Title

Date

BY:

Signature

Name of authorized signer

Title

Date

BY:

Signature

Name of authorized signer

Title

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the County of Butler with an address of 124 West Diamond Street, Butler, Pennsylvania 16001 (hereinafter referred to as the "County") and the Butler County Airport Authority on behalf of the Pittsburgh Butler Regional Airport, with an address of 473 Airport Road, Suite 2, Butler, Pennsylvania 16002 (hereinafter referred to as "Authority").

WHEREAS, the County has funding available via the Coronavirus State and Local Fiscal Recovery Funds through the U.S. Department of Treasury; and

WHEREAS, the Authority, on behalf of the Pittsburgh Butler Regional Airport, has submitted a request for funding; and

WHEREAS, it appearing to both parties that the funding request does meet the statutorily eligible use requirements of an award pursuant to the State and Local Fiscal Recovery Funds general guidance principals; and

WHEREAS, it being the intention of the County to utilize these funds to assist the Authority in making necessary investments in infrastructure improvements for water, sewer and business development infrastructure in relation to the Pittsburgh Butler Regional Airport and the surrounding region; and

WHEREAS, both parties wishing to memorialize the terms set forth in their Agreement, it is hereby agreed as follows:

1. The County hereby confirms that it intends to utilize funds made available to it through the State and Local Fiscal Recovery Funds as awarded through the U.S. Department of Treasury (#21.027) to assist the Butler County Airport Authority on behalf of the Pittsburgh Butler Regional Airport with various infrastructure improvements and/or investments in the operation of the Regional Airport to promote and assist economic development within the Butler County region.

2. The County hereby commits to fund the following Authority projects and/or undertakings via the utilization of State and Local Fiscal Recovery Funds (#21.027):

a. The sum of Two Hundred Fifty-Three Thousand One Hundred Ninety and 00/100 Dollars (\$253,190.00) is committed to assist the Authority with its water line extension project. The project is being undertaken so as to provide water service to prospective airport tenants through the end of Airport Road.

b. The County commits up to Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00) to the Authority in furtherance of the Authority's sewer line extension project which will provide sewer service to prospective airport tenants through the end of Airport Road.

c. The County commits up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) in yearly (fiscal year) increments for a period of up to four (4) years for purposes of the Authority recruiting and hiring a new Airport Manager to manage the day-to-day operations and development of the Pittsburgh Butler Regional Airport.

d. The County commits up to Twenty-Eight Thousand and 00/100 Dollars (\$28,000.00) in yearly (fiscal year) increments for a period of up to four (4) years for purposes of assisting the Authority in providing medical, dental, vision and life insurance and short-term disability benefits for both existing and prospective employees.

3. The commitment for the One Hundred Thousand and 00/100 Dollars (\$100,000.00) in yearly (fiscal year) increments for a period of up to four (4) years for purposes of the Authority hiring an Airport Manager shall be paid in installments commencing on July 1, 2022 through June 30, 2023 and renewable for three successive fiscal years (July 1, 2023 through June 30, 2024, July 1, 2024 through June 30, 2025 and July 1, 2025 through June 30, 2026). There are no additional awards or funds committed beyond June 30, 2026.

4. The County commitment to award up to Twenty-Eight Thousand and 00/100 Dollars (\$28,000.00) in yearly (fiscal year) increments for a period of up to four (4) years for purposes of assisting the Authority in providing medical, dental, vision and life insurance and short-term disability benefits for both existing and prospective employees shall be paid in installments commencing on July 1, 2022 through June 30, 2023 and renewable for three successive fiscal years (July 1, 2023 through June 30, 2024, July 1, 2024 through June 30, 2025 and July 1, 2025 through June 30, 2026). There are no additional awards or funds committed beyond June 30, 2026.

5. Any and all commitments of funds herein are contingent upon the Authority submitting to the County detailed and proper invoices for billing and reimbursement purposes on a quarterly basis. It being the express intention of the County to reimburse the Authority for expenditures in regards to the above-referenced areas.

6. The County does not and will not distribute funds to any alternative source; rather the funding identified herein is restricted to the Authority on behalf of the Pittsburgh Butler Regional Airport.

7. The Authority shall retain any and all records pertaining to the receipt of the grant funds and their expenditure for at least five (5) full years until after the funds have been expended or returned. The Authority acknowledges that it will maintain all records, personnel and other documents relating to payments by the County to the Authority and will make same available to the County, its auditors, the U.S. Department of Treasury or the Government Accountability Office ("GAO"), the Treasury Office Inspector General ("OIG") or any other authorized representative of the U.S., state or local government conducting audits and/or investigations. The Authority shall not dispose of any pertinent records without the express written consent of the County. Further, the Authority acknowledges and agrees that the County shall be entitled to review any and all records pertaining to this MOU and the use of the funds derived herefrom. Any auditor or third party acting on behalf of the County shall also be entitled to review said documents and shall have access to any and all materials or information necessary so as to file a responsive audit.

8. The Authority acknowledges that its receipt of these funds subjects it to necessary compliance requirements as a recipient of State and Local Fiscal Recovery Funds pursuant to CFR 200.332.

9. The Authority acknowledges that at all times that it is receiving funds in accordance with this MOU that it shall meet all necessary legal and statutory

requirements relating to nondiscrimination and nondiscriminatory use of federal, state and local funds. The requirements shall include ensuring that the Authority does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, disability, age or sex (including sexual orientation and gender identity) in accordance with the following authorities:

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000b-1 and the Department's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Educational Amendment of 1972; The Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101; and the Department's Implementing Regulations at 31 CFR, Part 23.

10. This MOU contains the entirety of the parties' agreement. Any change, alteration or modification shall not be valid and enforceable unless in writing and signed by both parties hereto

11. This MOU shall be enforced and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and the parties hereto agree that both venue and jurisdiction is proper within the Butler County Court of Common Pleas.

ATTEST:

**COUNTY OF BUTLER
By its: BOARD OF COMMISSIONERS**

Lori E. Altman
Human Resources Director/Chief Clerk

Leslie A. Osche, Chairman

Kimberly D. Geyer, Vice Chairman

Kevin E. Boozel, M.S., Secretary

WITNESS:

BUTLER COUNTY AIRPORT AUTHORITY

Airport Manager

Date

Date

Board Chair

Date

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the County of Butler with an address of 124 West Diamond Street, Butler, Pennsylvania 16001 (hereinafter referred to as the "County") and Community Development Corporation of Butler County, with an address of 110 East Diamond Street, Suite 201, Butler, Pennsylvania 16001 (hereinafter referred to as "CDC").

WHEREAS, the County has received an allocation of federal funds in accordance with the American Rescue Plan Act State and Local Fiscal Recovery Fund (#21.027); and

WHEREAS, the County is charged to utilize the funds to benefit the residents and businesses of Butler County and specifically to help establish, develop and maintain a positive workforce environment within the County and to provide for economic growth for Butler County and its residents; and

WHEREAS, CDC intends to utilize funds provided by the County to help encourage, promote and provide economic growth throughout Butler County, including the engineering, planning and development of grant opportunities throughout the County (examples being the Slippery Rock Business Park, the AC Valley Business Park and the redevelopment of the AK Steel Plant 2 site in the City of Butler); and

WHEREAS, it is anticipated that the outcomes of this funding and CDC's activities will include new buildings to increase property tax for the County and the creation of new jobs throughout Butler County; and

WHEREAS, it is also anticipated that the CDC's activities (as funded) will have a positive impact on the County of Butler in that various environmental problems and/or brownfields can be rehabilitated and utilized as essential useful business locations; and

WHEREAS, the parties desire to set forth, within this Memorandum of Understanding, the terms of their Agreement.

NOW, THEREFORE, the parties, intending to be legally bound hereby, and in consideration of mutual promises, covenants and undertakings, do covenant and agree as follows:

1. Purpose

The purpose of this MOU is to establish and memorialize the terms of agreement between the County and the CDC. Specifically, the County is agreeing to provide to the CDC up to One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in grant funding from the County's allocation of American Rescue Plan Act State and Local Fiscal Recovery Funds (#21.027).

2. Term

The term of this MOU is one (1) year. However, the parties agree and acknowledge that this MOU will be automatically extended and renewed for two (2) additional one-year periods (for a total of three (3) years and up to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00)) unless the County specifically terminates this MOU by providing no less than ninety (90) days written notice to the CDC of the County's intention to terminate.

3. Funding

Funding shall be up to One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for each fiscal year; a fiscal year being defined as July 1 through June 30 of the subsequent year. The term of the first fiscal year shall be July 1, 2022 running through until June 30, 2023. The second fiscal year shall be July 1, 2023 running through until June 30, 2024. The third and final fiscal year shall be July 1, 2024 running through until June 30, 2025.

4. Disbursement

The County is committing to fund up to One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for reimbursement of CDC activities in regard to the workforce development projects. CDC shall submit quarterly invoices to the County and the County shall reimburse CDC for the total invoice amount (up to \$150,000.00 per fiscal year). To the extent any funds are drawn and/or received by CDC from the County they must be for purposes of reimbursement of actual expenses having been incurred by CDC, or, in the alternative, must be expended/spent within three (3) months from the date of receipt. If there should be unexpended funds for any fiscal year, the parties may choose to agree (in writing) to roll-over the unexpended funds into the subsequent fiscal year.

5. Eligibility

CDC hereby agrees and acknowledges that it will comply with any and all federal, state and/or local statutes, guidelines and/or requirements which are applicable to this arrangement.

6. Records

CDC shall retain any and all records pertaining to the receipt of the grant funds and their expenditure. CDC shall not dispose of any pertinent records without the express written consent of the County. Further, CDC acknowledges and agrees that the County shall be entitled to review any and all records pertaining to this MOU and the use of the funds derived herefrom. Any auditor or third party acting on behalf of the County shall also be entitled to review said documents and shall have access to any and all materials or information necessary so as to file a responsive audit.

7. Indemnification

CDC hereby acknowledges that it will be obligated to utilize the funds in accordance with the purpose for which they are intended. Should there be any subsequent finding that the funds are not properly utilized, the CDC acknowledges that there could be a recapture and/or reimbursement scenario; in which case the CDC agrees that it shall make whole and indemnify the County for any misuse or misappropriation of funds provided in accordance with the terms of this MOU.

8. Entirety of this Agreement / Amendment

This MOU sets forth the entirety of the Agreement between the parties. This MOU may only be amended if each of the parties hereto has specifically consented to such amendment via subsequent writing. To the extent necessary, the terms of this MOU shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and both parties hereto acknowledge that the preferred venue/jurisdiction be the Court of Common Pleas of Butler County.

WHEREFORE, the parties hereto have executed this Memorandum of Understanding as of the dates indicated below.

ATTEST:

**COUNTY OF BUTLER
By its: BOARD OF COMMISSIONERS**

Lori E. Altman
Human Resources Director/Chief Clerk

Leslie A. Osche, Chairman

Kimberly D. Geyer, Vice Chairman

Kevin E. Boozel, M.S., Secretary

WITNESS:

**COMMUNITY DEVELOPMENT
CORPORATION OF BUTLER COUNTY**

By: _____

Title

Title

Date

Date

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between the County of Butler with an address of 124 West Diamond Street, Butler, Pennsylvania 16001 (hereinafter referred to as the "County") and Butler County Community College, with an address of 107 College Drive, Butler, Pennsylvania 16002 (hereinafter referred to as "BC3").

Whereas, the parties herein entered into a Memorandum of Understanding for a period beginning January 1, 2022 through January 1, 2025, ("MOU") whereby the County has agreed to support and fund the establishment of a Director of Community Employment Development at BC3 whose purpose is to serve as the primary contact for the County's Empowerment Initiative and to work with various County entities to establish, develop and maintain positive relationships with potential employers for the development of the Butler County workforce.

This Letter of Understanding reaffirms the County's obligations as set forth in the MOU. This Letter is further intended to confirm that, upon the exhaustion of the current funding source for the position (the State Facility Closure Funding Program Funds received by the County from DCED), the County expresses its intention to utilize money received by the County pursuant to the American Rescue Plan Act State and Local Fiscal Recovery Fund (#21.027) to satisfy the County's remaining responsibility per the MOU.

The County's payments being contingent upon the County continuing to receive proper monthly invoices from BC3 and all terms of the MOU remaining in effect and unchanged. Nothing herein is intended to modify, extend, or in any way alter the Memorandum of Understanding as previously entered into between the parties.

ATTEST:

COUNTY OF BUTLER
By its: BOARD OF COMMISSIONERS

Lori E. Altman
Human Resources Director/Chief Clerk

Leslie A. Osche, Chairman

Kimberly D. Geyer, Vice Chairman

Kevin E. Boozel, M.S., Secretary

WITNESS:

BUTLER COUNTY
COMMUNITY COLLEGE

Dr. Nicholas C. Neupauer, President

Date

Date

BUTLER COUNTY COMMISSIONERS'
RATIFICATION OF PERSONNEL TRANSACTIONS

July 27, 2022

Communications/Emergency Services

| | | | |
|--------------------------------------|------------|--------------------------------|-----------------------------------------------|
| SAMARIN, Robert (Rep. C. Lefever) | 07/17/2022 | Telecommunicator I/P.T./Oncall | \$22.1266/hr. NO BENEFITS NO RETIREMENT |
|--------------------------------------|------------|--------------------------------|-----------------------------------------------|

Facilities & Operations

| | | | |
|------------------------------------|------------|--------------------------------------|-----------------------------------------------|
| OLCUS, Thomas (Rep. R. Sheptak) | 08/01/2022 | Custodial Worker I/Oncall/1,000 hrs. | \$15.4634/hr. NO BENEFITS NO RETIREMENT |
|------------------------------------|------------|--------------------------------------|-----------------------------------------------|

Parks & Recreation

| | | | |
|--------------------------------------|------------|--------------------|-----------------------------------------------|
| CAMPBELL, Amber (Vacant Position) | 07/05/2022 | Lifeguard/Seasonal | \$12.5000/hr. NO BENEFITS NO RETIREMENT |
|--------------------------------------|------------|--------------------|-----------------------------------------------|

| | | | |
|----------------------------------|------------|--------------------|-----------------------------------------------|
| NICHOLS, Grace (New Position) | 07/05/2022 | Lifeguard/Seasonal | \$12.5000/hr. NO BENEFITS NO RETIREMENT |
|----------------------------------|------------|--------------------|-----------------------------------------------|

| | | | |
|-----------------------------------|------------|--------------------|-----------------------------------------------|
| STEWART, Autumn (New Position) | 07/05/2022 | Lifeguard/Seasonal | \$12.5000/hr. NO BENEFITS NO RETIREMENT |
|-----------------------------------|------------|--------------------|-----------------------------------------------|

Property & Revenue

| | | | |
|-------------------------------------------|------------|----------------------------------|----------------------------------------------------------------------------------|
| BIRCKBICHLER, Brandie (Rep. J. Abbott) | 08/15/2022 | Administrative Assistant II/F.T. | *Grade 5 (18.9106-26.4748) \$22.6927/hr. BENEFITS PER POLICY RETIREMENT |
|-------------------------------------------|------------|----------------------------------|----------------------------------------------------------------------------------|

Prison

CLAUS, Zachary
(Rep. H. Bell)

07/31/2022

Correction Officer/P.T.

\$21.0386/hr.
NO BENEFITS FOR 90 DAYS
RETIREMENT

Submitted:
07/21/2022 by AR

BUTLER COUNTY

**NOTICE OF ACTION TAKEN
BY ELECTED OFFICIALS**

JULY 27, 2022

Controller's Office (by Ben Holland)

| | | | |
|------------------------------------|------------|--------------------------|--------------------------------------------------------|
| STOTLER, Melissa (New Position) | 08/01/2022 | Internal Auditor II/F.T. | \$21.0322/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|------------------------------------|------------|--------------------------|--------------------------------------------------------|

Judicial/District Justice Offices (by President Judge Dr. S. Michael Yeager)

| | | | |
|------------------------------------|------------|-----------------------------------------------------------|--------------------------------------------------------|
| SHAFFER, Lisa (Rep. D. Ambrass) | 08/01/2022 | District Justice Clerk/F.T. (Cranberry Twp. DJ Office) | \$17.0769/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|------------------------------------|------------|-----------------------------------------------------------|--------------------------------------------------------|

Prothonotary (by Kelly Ferrari)

| | | | |
|------------------------------------|------------|---------------------|--------------------------------------------------------|
| COLEMAN, Sarah (Rep. K. Wetzel) | 08/01/2022 | Clerk Typist I/F.T. | \$15.9104/hr. NO BENEFITS FOR 90 DAYS RETIREMENT |
|------------------------------------|------------|---------------------|--------------------------------------------------------|