Commissioner's Public Meeting Packet

Agenda

BUTLER COUNTY BOARD OF COMMISSIONERS
Public Meeting
Wednesday, March 4, 2020
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**

A. February 19, 2020, Public Meeting

V. **PROCLAMATIONS AND PRESENTATIONS**

A. Presented Today:

B. Presented Previously:

1. John W. Anderson, 94th Birthday on February 8th
2. Mary Louise Sybert, 90th Birthday on March 2nd

VI. **OLD BUSINESS**

A. County web page

VII. **BOARD OF ELECTION**

VIII. **NEW BUSINESS**

A. Emergency Services

1. Approval to reappoint the following individuals for membership to the Local Emergency Planning Committee with terms to expire January 31, 2023:
    a. Scott M. Hoffman, Chairman
    b. Paul G. Harrity, Vice Chairman
    c. Thomas P. Angert, Secretary
    d. Steven Bicehouse
    e. Commissioner Kevin Boozel
    f. Craig Adams
    g. Jon Aglio
    h. Dennis Bacher
    i. Maria Chyala
    j. Dennis Crawford
    k. Amy Greathouse
    l. Greg Haughey
    m. Chad Hershberger
    n. Brent Hilderband
    o. Dennis Kimmell
    p. Mark Lauer
    q. Kevin Smith
    r. Sandy Snyder
    s. Terry Steinheiser
    t. Dave Malarkey
    u. Chelsea Murphy

B. Human Services (See Attachment Book for details.)

1. Approval of the following contracts for the period December 1, 2019 - February 28, 2021:
    a. Catholic Charities ESG Funding

C. Human Services - Drug & Alcohol (See Attachment Book for details.)

1. Approval to appoint Rakesh Unnithan to the Drug & Alcohol Board for a three year term (2/2020 - 2/2023).
2. Approval of the following contract for the period July 1, 2019 - June 30, 2020:
    a. Butler Health System

3. Approval of the following Drug & Alcohol amendments for the period July 1, 2019 - July 30, 2020:
    a. Gaudenzia Erie, Inc.
    b. Renewal Treatment, Inc.
    c. Oil Region Recovery
    d. Ellen O'Brien Gaiser Addiction Center
    e. Alpine Springs, LLC
    f. Arc Manor
    g. Adagio Health
    h. Gateway Rehabilitation Center
    I. Pyramid Healthcare
    j. Clear Day Treatment of Westmoreland, LLC
    k. Center for Community Resources
    l. BPC Management Groups, LLC; D/B/A Turning Point Recovery Center

D. Human Services - Children & Youth

1. Approval of the following contract with Butler County Children and Youth/Juvenile Probation for the period July 1, 2019 - June 30, 2020:
    a. Three Rivers Adoption Council

E. Human Services - Area Agency on Aging

1. Approval for the contract name change of Attorneys Michael J. Pater & Murray S. Shapiro to Attorneys Michael J. Pater of Charlton Law & Murray S. Shapiro, effective January 1, 2020 for our Legal Assistance Representation Contract #2017-111.

F. Parks and Recreation

1. Approval to appoint Brianna Kaiser to replace Jack Cohen, who has resigned as a member of the Butler County Parks and Recreation Advisory Board, and was an at-large representative from the Butler County Tourism and Convention Bureau. Ms. Kaiser would complete Mr. Cohen's term through 12/31/2022 and would be an at-large representative from the Butler County Tourism and Convention Bureau.

G. Planning

1. Approval of Management Proposal for Project Management Services (Agreement) with Gratus Consulting for the Butler County First Mile, Last Mile Initiative at the rate of $125/hour, plus reimbursable mileage expenses, for a total fee not to exceed $25,000.

H. Planning - CDBG

1. Approval of bid opening results/award for the Alameda Park/Lions Shelter Project. The 3 lowest bids are as follows:

a. Mahoning Builders, Inc., New Castle, PA	$31,714.00
b. Grossman Construction, Slippery Rock, PA	$39,299.00
c. Folino Construction, Oakmont, PA	$43,000.00

After reviewing all the bids for the required federal paperwork and submitting all the results with the paperwork to the engineer, we are asking approval to award the bid to Mahoning Building, Inc. of New Castle, PA, for a total of $31,714.00 with the engineer's recommendation to do so. This is being funded with 2018 County CDBG funding, there are no county dollars involved.

I. Planning/Motor Pool/Bridge Crew

1. Approval to purchase a used demo vehicle for the Sheriff's Department in the amount of $7,500 which will replace a vehicle that went to the auction last October, with authorization for the Chairman to sign.
2. Approval of the 2020 HRG Fee Schedule for Engineering Services.

J. Prison

1. Approval of the following Master Service Agreement with Language Line Services, Inc. at the per minute charge of between $0.75 and $1.10, depending on the language.
2. Approval of Amendment 12 between the County of Butler and Trinity Services I, LLC, the successor in interest to Compass Group USA, who manages the County's inmate food service operation and facilities, to pay $1.383/meal, with the term of this Agreement extended until December 31, 2020.

K. Sheriff

1. Approval of Service Agreement with BEARCOM for 3 year warranty for mobiles/portables at the rate of $132/month.

L. Tax Claim

1. Approval to sell the following 8 properties from the Repository list, with authorization for the Chairman to sign:

a. Parcel #040-SX-00000005-0000, Buffalo Township, currently in the name of Penn Allegheny Coal Company, Inc. to Skyline Real Estate Services, LLC (Hannelore R. Inman, Manager) for a bid of $600.00.

b. Parcel #052-29-A44-0000, Butler Township, Ward 2, currently in the name of John H. Smoker IV to Kyle and Katie Davidson for a bid of $600.00.

c. Parcel #052-29-A44A-0000, Butler Township, Ward 2, currently in the name of John H. Smoker IV to Kyle and Katie Davidson for a bid of $600.00.

d. Parcel #052-29-A45-0000, Butler Township, Ward 2, currently in the name of John H. Smoker IV to Kyle and Katie Davidson for a bid of $600.00.

e. Parcel #052-37-D14, Butler Township, Ward 2, currently in the name of Stephen Cox to Kory Steven Schorr for a bid of $600.00.

f. Parcel #120-S3-A175-0000, Connoquenessing Township, currently in the name of Larry A. Gantz c/o Carrie Hoffman to Alignment Investments, LLC, a Pennsylvania limited liability company, for a bid of $600.00.

g. Parcel #120-S4-A1377-0000, Connoquenessing Township, currently in the name of John Antonelli to Alignment Investments, LLC, a Pennsylvania limited liability company, for a bid of $600.00.

h. Parcel #470-S1-B63-0000, Petrolia Borough, currently in the name of Christopher Blodgett to Joseph J. and Donna M. Pistorius for a bid of $600.00.

M. Treasurer

1. Approval of contract with America First Enterprises LLP d/b/a Oliver Outdoor for billboard ads to be displayed at 7 different locations throughout Butler County from 3/5/20 - 4/5/20 for dog licensing in the amount of $5,565, with authorization for the Chairman to sign.

N. Commissioners

1. Approval of the discontinuance and liquidation of the John Hancock 457(b) Plan.

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

X. CONFERENCE TIME WITH AGENDA

XI. PUBLIC COMMENT ON GENERAL ITEMS

XII. ADJOURNMENT

BUTLER COUNTY COMMISSIONERS' MEETING SCHEDULE

NEXT PUBLIC MEETING:	**Wednesday, March 18, 2020, at 10:00 a.m.** **Commissioners' Conference Room, 5th Floor,** **Government Center**

Public Meeting Calendar is available online at http://www.butlercountypa.gov

Approval of Minutes

BUTLER COUNTY BOARD OF COMMISSIONERS
Public Meeting
Wednesday, February 19, 2020
10:00 a.m.

MINUTES

PRESENT:
Chairman Leslie Osche
Commissioner Kimberly Geyer
Commissioner Kevin Boozel
Lori Altman, Chief Clerk/Human Resources
Ann Brown, Budget & HS Finance Director
H. William White, III, Solicitor
Maria Malloy, Admin. Assistant
Lori Shah, Admin. Assistant
Pam Hammonds, Admin. Assistant
Shari Brewer, Elections
Mark Gordon, Planning
Candace Graff, Court Administration
Wendy Leslie, CDBG
Tony Ryan, Human Services
Brandon Savochka, Human Services

VISITOR:
Mary Papik, Saxonburg Borough

MEDIA:
Paula Grubbs, Butler Eagle
Tyler Friel, Butler Radio

CALL MEETING TO ORDER
The regular public meeting of the Butler County Board of Commissioners was called to order by Chairman Leslie Osche at 10:01 a.m. on Wednesday, February 19, 2020, in the Commissioners' Conference Room.

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
Mary Papik from Saxonburg Borough thanked the Commissioners for the proposed relocation of the Saxonburg Borough polling precinct to Cooper Hall.

APPROVAL OF MINUTES
Chairman Osche called for a motion to approve the February 5, 2020 Public Meeting minutes.

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

PROCLAMATIONS AND PRESENTATIONS

OLD BUSINESS
None

BOARD OF ELECTIONS
A. Shari Brewer requested approval to temporarily relocate the Center Township Precinct 1 poll site from The Trinity Lutheran Church, 120 Sunset Drive, to The Church of God of Prophecy, 932 Mercer Road, for the March 17, 2020 election only, due to previously scheduled activities that were unable to be rescheduled.

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

B. Shari Brewer requested approval to permanently relocate the following Polling Precincts effective for the April 28, 2020 Primary Election as follows:
   1. CLEARFIELD TOWNSHIP
      From: The St. John's Catholic Church Hall, 668 Clearfield Road, Fenelton, PA
      To: The Clearfield Township Building, 103 McGrady Road, Fenelton, PA
   2. BRUIN BOROUGH
      From: The Bruin Fire Hall, 100 Firehouse Drive, Bruin, PA
      To: The Bruin Borough Municipal Building, 114 Water Street, Bruin, PA
   3. PETROLIA BOROUGH
      From: The Petrolia Fire Hall, 200 Argyle Street, Petrolia, PA
      To: The Petrolia Municipal Building, 110 Cross Street, Petrolia, PA
   4. SAXONBURG BOROUGH
      From: The Saxonburg Borough Municipal Building, 420 W. Main Street, Saxonburg, PA
      To: Cooper Hall, 195 N. Rebecca Street, Saxonburg, PA

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

C. Shari Brewer requested approval to appoint the following individuals to the 2020 Computation Board:
   1. Jeff Pakutz
   2. Carol Knox
   3. Karen Barbati

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

NEW BUSINESS

A. Court Administration

1. Candace Graff requested approval of a new contract with Alere for lab services. This company is used to provide drug testing lab confirmations for both adult and juvenile probation. There is a 3% increase for the services (Fee Schedule is attached.)

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

2. Candace Graff requested approval to reduce the current grant award for the PCCD grant used to fund the Day Reporting Center Program. It is projected the program will not be able to expend the full amount by June 30, 2020, due to Medicaid Expansion.

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

3. Candace Graff requested approval of a contract with Butler Alcohol Countermeasures Program on behalf of Community Corrections. Countermeasures performs the CRN evaluations on DUI offenders as ordered by the Court.

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

B. Human Services – Drug & Alcohol (See Attachment Book for details.)

1. Brandon Savochka requested approval of the following D&A Amendments for the period July 1, 2019 – June 30, 2020:
   a. Keystone Wellness Programs
   b. Firetree, LTD.

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

2. Brandon Savochka requested approval of a Services Agreement between Susquehanna Software, Inc. and Butler County Human Services for a web based client system for Drug & Alcohol. This includes a one-time cost of $42,000 for the application to be installed prior to July 1, 2020 and ongoing monthly hosting, technical support and maintenance fees of $1,500 beginning July 1, 2020.

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

C. Planning – CDBG

1. Wendy Leslie reported on the bid opening results for the Slippery Rock Borough Sidewalks Project/Award as follows:

	Bid A (Borough)	Bid B (Twp.)	Total
a. M&B Services, LLC, Clarion, PA	$67,819.40	$4,384.60	$72,204.00
b. Grossman Construction, Slippery Rock, PA	$77,209.00	$6,323.00	$83,532.00
c. Troy Jay Construction, Slippery Rock, PA	$81,630.00	$8,935.00	$90,565.00

   After reviewing all the bids for the required federal paperwork and submitting all the results with paperwork to the engineer, we are asking approval to award to M&B Services, LLC, of Clarion, PA for a total of $72,204 with the engineer's recommendation to do so. This is being partially funded with 2017 County CDBG funding ($66,182.06), partially funded from Slippery Rock Borough ($1,637.34) and remaining funded with Slippery Rock Township's 2017 CDBG funding ($4,384.60).

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

2. Wendy Leslie requested approval to revise 2017 funds to cover the portion of sidewalk located in Township for Borough project. These are Slippery Rock Township funds and no County dollars are involved. $4,384.60 from Sanderson Road funds, which are leftover funds, to the Sidewalk project, with approval for the Chairman to sign the revision paperwork.

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

D. Commissioners

1. Solicitor Wil White requested approval of a Settlement Agreement between the County of Butler Treasurer and the estate of Debra Bish.

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

CONFERENCE TIME WITH MEDIA
The minutes were suspended for conference time with the media.

PUBLIC COMMENT ON GENERAL ITEMS
No public comment was made.

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 10:20 a.m.

Respectfully submitted,

Pam Hammonds
Recording Administrative Assistant
Approved: _____

BUTLER COUNTY COMMISSIONERS' MEETING SCHEDULE:

NEXT PUBLIC MEETING:	**Wednesday, March 4, 2020, at 10:00 a.m.**
LOCATION:	**Commissioners' Conference Room, 5th Floor, Government Center**

Public Meeting Calendar is available online at http://www.co.butler.pa.us/

Old Business

Board of Elections

New Business

Emergency Services

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

Scott M. Hoffman
Chairperson
Paul G. Harrity
Vice Chairperson
Thomas P. Angert
Secretary

COMMISSIONERS' ADVISORY COUNCIL
ON HAZARDOUS MATERIAL
120 McCune Drive · Butler, PA 16001
Telephone (724) 284-5211 Fax (724) 287-8024

Butler County

The Butler County LEPC respectfully requests the Commissioners re-appoint the following persons for membership to the Local Emergency Planning Committee with terms to expire January 31, 2023:

Scott M. Hoffman – Chairman
Paul G. Harrity – Vice Chairman
Thomas P. Angert – Secretary
Steven Bicehouse
Kevin Boozel
Craig Adams
Jon Aglio
Dennis Bacher
Maria Chvala
Dennis Crawford
Amy Greathouse
Greg Haughey
Chad Hershberger
Brent Hilderband
Dennis Kimmell
Mark Lauer
Kevin Smith
Sandy Snyder
Terry Steinheiser
Dave Malarkey
Chelsea Murphy

If you have any questions please contact Scott Hoffman at 724-284-5211.

Human Services

Area Agency on Aging
Children & Youth
Drug & Alcohol
Mental Health

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

Brandon Savochka
Human Services Director

Ann M. Brown
Budget and Human Services Finance Director

Amanda Feltenberger
Director of Service Integration & Quality Management

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: February 27, 2020

TO: Lori Altman
Human Resources Director/Chief Clerk

FROM: Brandon Savochka
Human Services Director

RE: Commissioners' Public Meeting – **March 4, 2020**
Human Services Agreements

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

Human Services

1. Approval of the following Human Services contract December 1, 2019 – February 28, 2021:

Catholic Charities ESG Funding
Program Funded Services

Name of Program	Program Maximum
Emergency Solutions Grant	**$242,293**

Drug & Alcohol

1. Board Appointment:

At the regularly scheduled Drug & Alcohol Advisory Board meeting on February 18, 2020, the board approved the appointment of the following new board member:

Mr. Rakesh Unnithan
1339 Freedom Road
Cranberry Twp. PA 16066
Term: 2/2020 – 2/2023

Application is attached.

2. Approval of the following Drug & Alcohol Contract for July 1, 2019-June 30, 2020:

FY 2019-2020 D&A Contract & Contract Amendments		
Butler Health System:		
Facility No. 107-009	Hospital-Based Detoxification	$550.00/Day
	Hospital-Based Inpatient Rehab.	$500.00/Day
	Partial Hospitalization	$127.32/Day
	Partial - Urine Testing	$ 19.00/Test
	Family Intervention Program	Coat Reimbursed- $54,384.00
	Certified Recovery Support Services - Individual	$ 19.50/ ¼ Hr.
	Certified Recovery Support Services - Group	$ 6.50/ ¼ Hr.
Facility No. 107-028	Intensive Outpatient - Adult	$108.72/Day
	Intensive Outpatient - Urine Testing	$ 19.00/Test
	Outpatient Individual - Adult	$ 63.12/ ½ Hr.
	Outpatient Group- Adult	$ 18.12/ ½ Hr.
	Outpatient- Urine Testing	$ 19.00/Test
	Psychiatric, Diag. Evaluation Other	$ 75.01/Per Event
	OV/OP Visit for E/M of New Patient - 10 minute unit	$68.95/Per Unit
	OV/OP Visit for E/M of New Patient - 20 minute unit	$76.62/Per Unit
	OV/OP Visit for E/M of New Patient - 30 minute unit	$84.28/Per Unit
	OV/OP Visit for E/M of New Patient - 45 minute unit	$91.94/Per Unit
	OV/OP Visit for E/M of New Patient - 60 minute unit	$99.60/Per Unit
	OV Established Patient - Nurse Med. Management - 5 minute unit	$40.00/Per Unit
	OV/OP Visit for E/M of Established Patient - 10 minute unit	$68.95/Per Unit
	OV/OP Visit for E/M of Established Patient - 15 minute unit	$76.62/Per Unit
	OV/OP Visit for E/M of Established Patient - 25 minute unit	$84.28/Per Unit
	OV/OP Visit for E/M of Established Patient - 40 minute unit	$91.94/Per Unit

2. Approval of the following Drug & Alcohol Amendments for July 1, 2019-June 30, 2020:

As per the Department of Drug and Alcohol Programs (DDAP), the following Contracts have been amended to include language pertaining to the use of federal funding for D&A services:
Gaudenzia Erie, Inc.:
Facility No. # 251-086
Facility No. # 257-046
Facility No. # 257-048
Facility No. # 257-087
Renewal Treatment, Inc.:
Facility No. # 707-226
Oil Region Recovery:
Facility No. # 617-020
Ellen O'Brien Gaiser Addiction Center:
Facility No. # 101-064
Facility No. # 107-025
Alpine Springs, LLC.:
Facility No. # 437-030
Facility No. # 207-020
Arc Manor:
Facility No. # 031-056
Adagio Health:
Facility No. # N/A
Gateway Rehabilitation Center:
Facility No. # 041-091
Facility No. # 047-033
Facility No. # 047-043
Facility No. # 107-017
Facility No. # 257-067
Facility No. # 047-055
Facility No. # 657-055
Pyramid Healthcare:
Facility No. # 077-019
Facility No. # 707-235
Facility No. # 077-018
Facility No. # 077-026
Facility No. # 447-027
Facility No. # 707-233
Facility No. # 077-014
Clear Day Treatment of Westmoreland, LLC:
Facility No. # 657-060
Facility No. # 657-061
Center for Community Resources:
Facility No. # N/A
BPC Management Group, LLC; D/B/A Turning Point Recovery Center:
Facility No. # 617-014
Facility No. # 617-015

Children & Youth

1. Approval of the following contracts with Butler County Children and Youth/Juvenile Probation for the period of July 1, 2019 – June 30, 2020:

CYS/JPO Rates

Three Rivers Adoption Council	**Maint**	**Admin**	**Total**	**Unit**
Placement Services				
Minimal 0-18	20.00	50.87	**70.87**	Day
Moderate 0-18	22.00	50.87	**72.87**	Day
Intensive 0-18	25.00	50.76	**75.76**	Day
Severe 0-18	31.25	50.90	**82.15**	Day
Non-Placement Services				
Transportation			**8.00**	15 min

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

cjs

Butler County Commissioners' Council for Drug and Alcohol Programs

APPLICATION FOR MEMBERSHIP

PLEASE PRINT

Name Unnithan (Last) Rakesh (First) (Middle)

Home Address

Business Address [redacted]

Home Phone [redacted] Business Phone [redacted]

E-Mail Address [redacted]

Occupation and Title [redacted]

Please answer the following questions:

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

Richard Caiglietti

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

Community Involvement

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.

Board member for Pgh North Regional Chamber

Board Member for JA Butler County

4. What do you feel you can contribute to the Council?

Volunteer Time / education

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.

Community Involvement, Networking
Finance Industry

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

Yes PGH North Regional Chamber
JA Butler County

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 might apply to your background? If none of these categories apply, we do have optional positions.

Business / Finance Industry

8. Additional Comments:

9. References: (Please provide three.)

	Name	Title/Position	Address	Phone
a.	[redacted]	Insurance		
b.				
c.				

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 (✓ Indian Other

When completed, please forward to:

Grace Abbruzzese
Butler County Drug and Alcohol Program
P. O. Box 1208
Butler, PA 16003-1208

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

1984 36 Years of Service 2020

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: February 24, 2020

RE: COMMISSIONERS' MEETING – March 4, 2020

I am submitting the following item for your consideration to be presented at the Commissioners' Public Meeting on March 4, 2020.

Contract - Name Change

We are requesting the Board's approval for the following contract name change:

- Attorneys Michael J. Pater & Murray S. Shapiro will be changed to Attorneys Michael J. Pater of Charlton Law & Murray S. Shapiro effective January 1, 2020 for our Legal Assistance Representation Contract #2017-111.

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

Parks & Recreation

Butler County
TOURISM & CONVENTION BUREAU

Wednesday, February 12th, 20220

Butler County Parks and Recreation
184 Alameda Park Road
Butler, PA 16001

Dear Lance Welliver:

Please advised effective immediately I (Jack Cohen), President of Butler County Tourism & Convention Bureau will be resigning my position as Board Member for Butler County Parks and Recreation.

I am recommending that Brianna Kasier, Sports Sales & Event Manager for Butler County Tourism & Convention Bureau be placed on your board.

Sincerely,

Jack Cohen
President,
Butler County Tourism & Convention Bureau.

310 East Grandview Avenue Zelienople, PA 16063 Toll-free: 866.856.8444
Phone: 724. 234.4619 Fax: 724.234.4643 www.VisitButlerCounty.com

Planning
&
Economic
Development

Gratus Consulting

Cranberry Township, PA
Phone 412.420.8870
www.GratusConsult.com

March 4, 2020

Mr. Mark Gordon, Chief
Butler County Office of Economic Development & Planning
Fifth Floor, County Government Center
124 West Diamond Street
P.O. Box 1208
Butler, Pennsylvania 16003

Re: Butler County First Mile, Last Mile Initiative
Project Management Proposal

Dear Mr. Gordon,

Per your request, Gratus Consulting, LLC (Independent Contractor) is grateful for the opportunity to submit this Proposal for Project Management Services (Agreement) in support of further investigating the feasibility of a pilot transportation program and potential implementation of the Butler County First Mile, Last Mile Initiative (FMLM).

Scope of Services

Based on previous discussions with Butler County representatives, the Scope of Services will include the following:

1. Assess current FMLM overall project status with the intent to confirm involved parties, accomplishments to date, and any already clearly defined project objectives. This will be done through communication (calls/meetings, as appropriate) with project stakeholders and review of any applicable scope of work/contracts with existing and/or planned service providers, including, but not limited to: TransLoc, Alliance for Nonprofit Resources (ANR), Delta Development Group, and potential public transit agencies. It is assumed that any transportation data and/or demand analysis (i.e. any deliverables identified within the TransLoc contract with Butler County) will be provided by TransLoc, and the funding feasibility analysis will be provided by ANR and other parties, as appropriate.

2. Reach out to the Hillman Family Foundations located in Pittsburgh that focus on Community and Economic Development (five identified) to initially investigate partnership opportunities in connection to FMLM (including grant funding).

3. Further clarify and identify top five goals/priorities, from the Butler County perspective, expected to be accomplished through the feasibility stage, including confirming the potential for implementation. Confirm consistency/overlap with involved stakeholder priorities, and any potential variances in an effort to provide clarity and make sure all parties are working in unison to achieve identified goals/priorities.

4. Develop a six-month schedule, identifying key milestone dates with the intent to confirm the likelihood and ability to proceed with a pilot transportation program and potential to successfully implement FMLM, in coordination with stakeholders and service providers, as necessary, and as directed by Butler County.

5. Following the completion of the employer transportation survey (planned for February 28, 2020), review and summarize responses received (assumed to be approximately 100), in coordination with those involved in developing and disseminating the transportation survey.

6. Identify potential employers that require additional follow up, based on (a) responses to the survey, (b) prior communications with Butler County representatives regarding job fulfillment challenges that may be related to a potential lack of transportation resources, or (c) known major employers in the designated area that did not respond to the survey (based on a list to be provided by the Southwest Planning Commission). Additional follow up is expected to include, phone/conference calls and/or meetings with key representatives from individual employers. An additional representative from Butler County may be requested to attend scheduled meetings.

   Note: It is anticipated that the Butler County Planning Department will provide a map noting the location of the survey respondents and any additional identified employers that could benefit from FMLM to support subsequent steps that may be influenced by visual clusters and to maximize return on the investment of Butler County resources.

7. If determined by Butler County to be beneficial and/or necessary, coordinate an employer information/participation meeting regarding FMLM, inviting all key/interested employers identified above to further gauge willingness to (a) participate in a pilot transportation program, (b) provide short term and long term resources, (c) identify desired days, times and locations FMLM are needed, and (d) potentially adjust shift schedules, if necessary, in coordination with applicable transit entities.

8. Provide monthly progress updates and briefly review subsequent month action plan/next steps to confirm any adjustments to the project management strategy and expectations at the completion of the FMLM feasibility stage. At the completion of the scope and/or budget, a final progress update report will be provided summarizing project status.

Proprietary Notice
This proposal contains proprietary information regarding Gratus Consulting, LLC and is a work product containing business sensitive materials. This document was prepared in response to your request for your specific project and no portion of this proposal may be shared with any other party.

SUPPLEMENTAL TERMS AND CONDITIONS

INDEPENDENT CONTRACTOR. This Agreement is a contract between independent parties and shall not be construed to create any relationships other than that of independent contractors. Each party will act and perform as an independent contractor with respect to the other party. Accordingly, the Independent Contractor shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of the Independent Contractor's activities in accordance with this Agreement.

FORCE MAJEURE. No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

TERMINATION. The Independent Contractor or Butler County, may terminate this Agreement, at any time, without cause, by giving written notice of election to terminate. Such termination shall be effective sixty (60) days after mailing of the written notice. In the event of termination, the County shall pay for all services performed and rendered satisfactorily by the Independent Contractor, up to the effective date of termination. All contractual matters relating to the provisions of services by the Independent Contractor shall, upon termination by either party, be settled within thirty (30) days of the date of termination.

CONSTRUCTION. The laws of the Commonwealth of Pennsylvania shall govern the construction of this Agreement.

NOTICES. All communications pursuant to this Agreement shall be sent to the Office of Economic Development and Planning at its principal office located at 124 West Diamond Street, P.O. Box 1208, County Government Center, Butler, PA 16003-1208. All communications pursuant to this Agreement shall be sent to the Independent Contractor at its principal office located at 215 Brookside Drive, Cranberry Township, PA 16066.

Written notice given pursuant to this Agreement shall be sent by registered or certified mail and shall be effective as of the date of mailing to the addresses as set forth above. Changes of address must be provided in writing pursuant to this Section.

SEVERABILITY. In the even that any provision of this Agreement shall be held or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party.

AGREEMENT. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings expressed or implied, oral or written.

PARAGRAPH HEADINGS. The paragraph and other headings in this Agreement are provided for convenience of reference only and shall not be included in any interpretation or construction of the substantive provisions hereof.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, which all such counterparts shall together constitute but one and the same Agreement.

INTELLECTUAL PROPERTY. Any and all intellectual property produced by the Independent Contractor pursuant to the services to be provided herein shall remain the sole and exclusive property of the Independent Contractor. Any use by Butler County or any other person shall be only with the express written consent of the Independent Contractor. All documents, data and work product created by Independent Contractor shall remain the sole and exclusive property of Butler County.

ARBITRATION. Any and all disputes arising out of or relating to the interpretation or application of this Agreement or concerning the Independent Contractor with the County or termination thereof, shall be subject to arbitration in Butler County, Pennsylvania under the then existing rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court of competent jurisdiction. The cost of such arbitration shall be born equally by the parties. The agreed upon venue for any dispute shall be within Butler County, Pennsylvania.

CONFIDENTIALITY. Independent Contractor acknowledges that he will have access to certain proprietary and confidential information of the client, including, but not limited to: contemplated new products and services, component parts, customer lists, customer contacts, and other information of the County. Independent Contractor agrees not to use or disclose any confidential information during contract with County other than in connection with performing contract services for County. The Contractor's obligation to maintain, preserve and protect the County's confidential information shall survive this Agreement and any subsequent termination of same.

DEFAULT. In the event of default, the non-defaulting party shall send written notice of default to the defaulting party who shall have thirty (30) days to cure the default. In the event of a failure to cure, the Agreement shall be subject to immediate termination by the non-defaulting party.

Planning Commission "CDBG"

Butler County Board of Commissioners
Planning Commission

124 W. Diamond Street, PO Box 1208, Butler, PA 16003-1208
Phone 724.284.5300 Fax 724.284.5315 TDD 724.284.5473

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

Chief of Economic
Development & Planning
Mark Gordon

PUBLIC MEETING
March 4, 2020

1. **Bid opening results Alameda Park/Lions Shelter Project**

   On Tuesday, February 25 at 10am bids were opened in the County Controller's as advertised for the Alameda Park Lions Shelter Project. We received a total of ten (10) bids. The results of the 3 lowest bids are as follows:

	Total
1. Mahoning builders, Inc., New Castle PA	$31,714.00
2. Grossman Construction, Slippery Rock, PA	$39,299.00
3. Folino Construction, Oakmont, PA	$43,000.00

   After reviewing all the bids for the required federal paperwork and submitting all the results w/paperwork to the engineer, we are asking to award to Mahoning Builders of New Castle PA for a total of $31,714.00 with the engineers recommendation to do so.

   This is being funded with 2018 County CDBG funding. There are no County dollars involved.

   We are asking approve to award to Mahoning Builders in the amount of $31,714.

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made the 4th day of March, 2020, by and Between

Mahoning Builders, Inc. Hereinafter called the **"CONTRACTOR",**

AND

The **"COUNTY OF BUTLER",** hereinafter called the **"ADMINISTERING AGENCY"**

AND

Butler County Parks and Recreation, hereinafter called the **"OWNER".**

WITNESSETH, that the Contractor, The Administering Agency, and the Owner for the Considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services and perform and complete all work required for the construction of the improvements embraced in the project; namely General Contracting and other work incidental thereto, all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price: The Administering Agency, on behalf of the Owner, will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of thirty-one thousand seven hundred fourteen dollars and no cents ($31,714.00).

ARTICLE 3. Contract: The executed Contract Documents shall consist of the following:

a. This Agreement
b. Addenda Parts I and II
c. Invitation for Bids
d. Instructions for Bidders
e. Signed Copy of Bid
f. General Conditions
g. Special Conditions
h. Technical Specifications
i. Drawings
j. CDBG Required Documentation

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract, as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

CERTIFICATION

I, _____, certify that I am the _____

_____of the Corporation named as Contractor

herein that _____who signed this Agreement on

behalf of the Corporation; that said _____of said Corporation;

that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

_____

_____

Title

IN WITNESS WHERE OF, the duly authorized officers of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding:

OWNER:

_____ _____

Director Park & Recreation **Witness**

CONTRACTOR:

_____

Date

BOARD OF COUNTY COMMISSIONERS:

_____ _____

Leslie A. Osche Date Lori Altman Date
Chairman Chief Clerk/Director of HR

_____ _____

Kimberly D. Geyer Date H. William White, III Date
County Solicitor

_____

Kevin E. Boozel Date

Planning Commission "Bridges" & MOTOR POOL

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

2645 Federal Signal Drive
University Park, Illinois 60484
708.534.3400
fedsig.com

Bill of Sale

Date: 2-20-20

Federal Signal Corporation (Seller) hereby agrees to sell to:

Buyer: COUNTY OF BUTLER

VIN Number: 1FM5K8AR2DGC63952

Address: PO Box 1208, 124 W. Diamond St.

Model: FORD

City, St., Zip Code: BUTLER, PA 16001

Year/Make: 2013/Ford Utility

Selling Price: $7,500 US

Odometer: 166,800

Buyer acknowledges that this equipment or material was sold **"As Is"**. Buyer further acknowledges that seller has made no express or implied warranties regarding this equipment or material. Seller expressly disclaims all warranties, whether express or implied, including with limitation, the implied warranties or merchantability or fitness for a particular purpose. Buyer further agrees to hold harmless and indemnify Seller for any and all causes of action, damages, claims, costs, demands, expenses and legal fees whatsoever arising or related to the use or sale of material or equipment, including but not limited to injuries to third parties, negligence, strict liability or breach of warranty by Seller.
We hereby acknowledge that we have read and understand these terms.

Buyer is responsible for all transportation fees.

Federal Signal Corp. (Seller)
By: _____
Date 2/20/2020

(Buyer....)
By: _____
Date

Lease #56370

Market Value Information

Description	Extra Clean	Clean	Average	Rough
2013 Ford Explorer Base 4D SUV 4WD	$8,675 00	$7,875 00	$6,475 00	$5,325 00

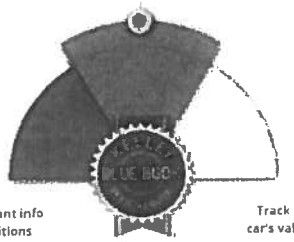
These amounts are an estimate of market value based on mileage and condition The actual sale price cannot be guaranteed due fluctuations in the used car market. Please consult your Union Leasing account manager for a complete resale analysis

Black Book

7 Recalls Found
Is my car affected?

Service & Repair Estimator
What's a fair price?

Private Party Range
$6,889 - $9,210
Private Party Value
$8,050



Important info & definitions

Track this car's values

PRIVATE PARTY VALUE

Leverage this value to set your price and negotiate with private-party buyers.

Average Time to Sell

30
DAYS

Level of Effort:
High

See Overview of Values

Condition: Good
Valid for ZIP Code 16335 through 02/27/2020

Overall Consumer Rating 4.2 / 5
★★★★☆ 263 Ratings
Write a review

See How Others Price Your Car

Set a competitive price when you know what others are asking

2013 Ford Explorer
$9,992
Mileage: 162,629

2013 Ford Explorer
$9,909
Mileage: 155,689

2013 Ford Explorer
$9,995
Mileage: 150,851

Browse more listings

Place an Ad

Reach serious car shoppers on both KBB.com and Autotrader.

Get Started

Autotrader

Start the Trade-in Process Online

You're interested in:
Ford Explorer
Change vehicle

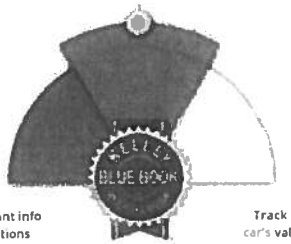
Home Car Values Cars for Sale Car Reviews Car Repair Pricing Research Tools

Home > What's My Car Worth > Style > Options & Condition > XLT Sport Utility 4D

7 Recalls Found
Is my car affected?

Service & Repair Estimator
What's a fair price?

Trade-in Range
$6,199 - $8,024
Trade-in Value
$7,112



Important info & definitions

Track this car's values

TRADE-IN VALUE

This estimated value helps you confidently negotiate with dealers

Average Time to Trade-in

1-7
DAYS

Level of Effort:
Medium

See Overview of Values

Condition: Very Good
Valid for ZIP Code 16335 through 02/07/2020

Overall Consumer Rating 4.2 / 5
261 Ratings
Write a review

Start the Trade-in Process Online

Plus, get a no obligation quote for your next car

You're Interested in:
Ford Explorer
Change vehicle

Choose up to 3 dealers

- [x] **McCandless Ford Meadville Inc.**
  433 BALDWIN ST
  MEADVILLE, PA 16335
  1 Miles Away
- [x] **Lake View Ford, Inc.**
  12381 Conneaut Lake Road
  Conneaut Lake, PA 16316
  8 Miles Away
- [x] **Wentworth Ford LLC**
  29253 State Highway 27
  Guys Mills, PA 16327
  10 Miles Away

Prev | 1 2 3 4 | Next

Get Free Quotes

Shop for Your Next Car - What Can I Afford?

Est. Trade-in Amount $ 7,112

Similar Vehicles

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

2020 FEE SCHEDULE

Classification	Hourly Billing Rates
Junior Technician	$60.00
Administrative Staff	$70.00
Technician I	$100.00
Technician II	$110.00
Senior Technician	$130.00
Staff Professional I	$120.00
Staff Professional II	$135.00
Project Professional	$150.00
Senior Professional	$170.00
Principal	$175.00

Professionals include Engineers, Land Surveyors, Landscape Architects, Planners, Geologists, Scientists and similar professionals.

Technicians include Designers, CADD Operators, Inspectors, Survey Technicians and similar technical staff.

All non-exempt employees have overtime rates of 1.5 times their normal billing rate.

Reimbursable expenses are billed at cost plus 10%, including, but not limited to Travel, Printing, Postage, Photography, Videos, Laboratory Work, Equipment Rental, and special outside Consultants.

PLEASE NOTE: HRG adjusts the fee schedule annually to reflect the cost of doing business for the coming year. This fee schedule is effective January 1, 2020 through December 31, 2020.

©2020, Herbert, Rowland & Grubic, Inc.
FSB

Prison

Language Line Services, Inc.

Master Service Agreement

Master Service Agreement with

Butler County Prison

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by Company (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. This Agreement and each of the Services you choose to receive from the Company will become effective upon the signing by you of this Agreement and the relevant Statement(s) of Work and will continue in effect until terminated under Section 12 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.

2. **PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in **Schedule A** hereto, or to such other address as Customer may specify by giving written notice to Company to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on **Schedule A** and must enter into a separate Master Service Agreement with the Company. If Customer wants the Company to identify any such excluded affiliate(s) by a specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.

3. **USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

4. **CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, (d) Company pricing for its Services, (e) information or data identified by a Party to the other as being "confidential," and (f) and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.

5. **COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are in and outside of the United States (collectively, "Company Personnel"). All Company Personnel are subject to the Company's stringent quality control standards and certification criteria and Company is solely responsible for ensuring that that the terms and conditions of this Agreement are met. Customer hereby consents to the use of all Company Personnel by the Company.

6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.

7. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one Party resulting in damages to the other Party. Company will not be liable for intellectual property infringement arising merely from the Company's interpretation or translation of Customer communications or documents, respectively. The Company maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.

9. **PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on Company's website and marketing materials and upon Company's reasonable request will provide a testimonial regarding Company's Services for use in Company's marketing of its Services.

10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.

11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Statements of Work, shall remain unaffected unless the Parties otherwise agree in a written amendment to this Agreement.

12. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.

13. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for

which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by the Commonwealth of Pennsylvania law relating to contracts made in the State of Pennslyvania and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to customercare@languageline.com with a copy to contractadministrationteam@languageline.com, and (b) to Customer at the address or e-mail shown on **Schedule A** for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE**. Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. 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, creed, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

14. **ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

15. **AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Butler County Prison	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name: Joseph DeMore	Bonaventura A. Cavaliere

Master Service Agreement

Title: Warden	CFO

Schedule A

Butler County Prison

CUSTOMER CONTACT INFORMATION

Operations Contact	Billing Contact ☒ Same as Operations Contact
Name: Joseph DeMore	Name:
Title: Warden	Title:
Telephone: 724-431-2174	Telephone:
Fax: 724-431-0443	Fax:
E-mail: jdemore@co.butler.pa.us	E-mail:
Address: 202 S. Washington Street	Address:
City, State, Zip: Butler, Pa 16001	City, State, Zip:

Tax Exempt Status	
☐ No	☒Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

Excluded Affiliates - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates in a separate page(s) and attach to this document.
1ST AFFILIATE - Name: NONE
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
2ND AFFILIATE - Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
3RD AFFILIATE - Name:

Master Service Agreement

Address, City, State, and Zip:
Contact Name, Phone, and E-mail:

Language Line Services, Inc.

Statement of Work
LanguageLine® Phone℠ Interpreting

Butler County Prison	1026

This Statement of Work is subject to the Master Service Agreement between you, the Customer ("Customer" or "you") and Language Line Services, Inc. ("Company"). This document is the sole document that reflects pricing for these services, and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

1. **PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
2. **ENROLLMENT AND SETUP PACKAGES**
   - One time setup charge per Customer ..... ~~$275.00~~
   - Fee for each subsequent Client Identification Number with corresponding statement ..... ~~$125.00~~
3. **CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number ..... ~~$100.00~~
4. **PLATFORM ACCESS CHARGE.** Platform access per call ..... ~~$0.25~~
5. **LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) ..... ~~$5.00~~
6. **PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. . ~~$1.75~~
7. **FINANCE CHARGE.** Finance charges are applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.
8. **FCC SURCHARGE AND FEES.** Fees that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
9. **OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
   - Customized reference and support materials development (per hour) ..... ~~$179.00~~
   - Training/awareness assistance (on site per day/per trainer ..... ~~$500.00~~
10. **OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
    - Report setup (per hour) ..... ~~$250.00~~
    - Report maintenance (monthly) ..... ~~$30.00~~
11. **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
    - Applied per appointment ..... ~~$100.00~~
    - Cancellation per appointment will be charge $200 for any missed appointment ..... ~~$200.00~~

Per Minute Usage Fees for LanguageLine® Phone Interpreting and InSight Audio Interpreting

Tiers	Languages	Per Minute Charge
1	Spanish	$0.75
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, and Vietnamese	$1.10
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, and Portuguese	$1.10
4	Farsi, Tagalog, Thai, Urdu, and all other languages	$1.10

The person signing this agreement certifies that such person has read, and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Butler County Prison	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name: Joseph DeMore	Bonaventura A. Cavaliere
Title: Warden	CFO

AMENDMENT 12

THIS AMENDMENT, is made effective January 1, 2020, by and between County of Butler, Pennsylvania ("County") and Trinity Services I, LLC, the successor in interest to Compass Group USA, Inc. ("Contractor").

W I T N E S S E T H:

WHEREAS, County and Contractor are parties to a certain agreement, dated May 18, 2009, as previously amended effective January 1, 2011, January 1, 2012, January 1, 2013 and September 17, 2013, January 1, 2014, 2015, 2016, 2017, 2018 and 2019 (collectively, the "Agreement"), whereby Contractor manages County's inmate food service operation and facilities;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The term of the Agreement is hereby extended for one (1) year and shall end December 31, 2020, unless sooner terminated as provided for in the Agreement.

2. Section E of the Agreement is hereby amended and shall now read as follows: "The County shall pay the Contractor the total price of $1.383 cost per meal. The price to be paid by the County for the performance and completion of work under this Agreement shall be referred to as the cost per meal."

3. This Amendment is effective January 1, 2020, and thereafter, unless further amended thereafter. All capitalized terms used herein and not defined shall have the meanings attributed to them in the Agreement. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done effective the day and year first above written.

ATTEST:

_____
Lori Altman
Director of Admin./Chief Clerk

BOARD OF COMMISSIONERS

_____
Commissioner Leslie A. Osche

_____
Commissioner Kimberly D. Geyer

_____
Commissioner Kevin E. Boozel

Trinity Services I, LLC by
Trinity Services Group, Inc., Manager

By: _____
Printed Name: David M. Miller
Title: Chief Operating Officer

Date: _____

Sheriff's Office

BEARCOM
Always On

SERVICE AGREEMENT

Contract Number

Pittsburgh, PA - 3229 Spruce Way
Service Center Location

Butler County Sheriff
Customer Name

Customer Number

300 South Main Street
Address

12/6/2019
Contract Date

Butler | PA | 16003
City | *State* | *Zip*

1/1/2020
Start Date

Sheriff Michael Slupe | 724-284-5245
Customer Contact | *Phone*

12/31/2020
End Date

BearCom Maintenance
Contract Type

Monthly
Billing Cycle

New Agreement
Reason

☑ JAN ☑ FEB ☑ MAR ☑ APR
☑ MAY ☑ JUN ☑ JUL ☑ AUG
☑ SEP ☑ OCT ☑ NOV ☑ DEC
For seasonal, check active months

Quantity	Description	Equipment Type	Location of Service	Rate	Extended
14	APX4500 Mobiles		Field Reg Hours	$5.00	$70.00
	Mobiles will be covered				
	under Motorola warranty for 3 years				
	from Installation. The warranty only				
	covers the actual "box" repair of the				
	radio at the Motorola Depot. It does				
	not cover the BearCom technician				
	travelling to your location, trouble-				
	shooting, repairing if possible or				
	removing the radio and sending				
	back to the Motorola depot for				
	warranty repairs and returnining to				
	its original location after repairs are				
	made. This cost will cover that.				
31	APX4000 Portables		Shop Reg Hour	$2.00	$62.00
	Portables will be covered under				
	Motorola warranty for 3 years from				
	shipment. This $2.00 cost is for				
	radios to be shipped to Motorola and				
	reprogrammed with correct frequencies				
	and returned to your location.				
				Monthly Total:	$ 132.00

Special Instructions

Agreement covers parts,labor & travel time necessary to keep equipment operating properly Does not include replacement of equipment, physical or liquid damage batteries or antennas. Service is 8 hrs /day, 5 days/week.Agreement includes an Annual Preventative Maintenance Check at customer request. This can catch potential problems before they happen & prevent downtime of the radio system

This document constitutes the entire agreement between the parties with regard to the subject matter of this contract, and supercedes any prior agreements, understandings or other arrangements not incorporated herein. No agent, representative, employee or officer has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this contract which in any way can be deemed to modify, add to or detract from, otherwise change or alter its Service Terms and Conditions on the back of this form

REMIT TO:
BearCom
PO Box 670354
Dallas, TX 75267-0354

Signature

Anne Woistman | 412-508-5754
Submitted by | *Phone*

MICHAEL SLUPE 1-11-2020
Print Customer Name *Date*

Tax Claim Bureau

March 4, 2020

The Tax Claim Bureau is asking for your approval to sell the following 8 properties from the Repository list, with authorization for the Chairperson to sign:

Asking for your approval:

1. Parcel #040-SX-00000005-0000, Buffalo Township, currently in the name of Penn Allegheny Coal Company, Inc. to Skyline Real Estate Services, LLC (Hannelore R. Inman, Manager) for a bid of $600.00.
2. Parcel #052-29-A44-0000, Butler Township, Ward 2, currently in the name of John H. Smoker IV to Kyle and Katie Davidson for a bid of $600.00.
3. Parcel #052-29-A44A-0000, Butler Township, Ward 2, currently in the name of John H. Smoker IV to Kyle and Katie Davidson for a bid of $600.00.
4. Parcel #052-29-A45-0000, Butler Township, Ward 2, currently in the name of John H. Smoker IV to Kyle and Katie Davidson for a bid of $600.00.
5. Parcel #052-37-D14, Butler Township, Ward 2, currently in the name of Stephen Cox to Kory Steven Schorr for a bid of $600.00.
6. Parcel #120-S3-A175-0000, Connoquenessing Township, currently in the name of Larry A. Gantz c/o Carrie Hoffman to Alignment Investments, LLC, a Pennsylvania limited liability company, for a bid of $600.00.
7. Parcel #120-S4-A1377-0000, Connoquenessing Township, currently in the name of John Antonelli to Alignment Investments, LLC, a Pennsylvania limited liability company, for a bid of $600.00.
8. Parcel #470-S1-B63-0000, Petrolia Borough, currently in the name of Christopher Blodgett to Joseph J. and Donna M. Pistorius for a bid of $600.00.

Treasurer's Office

America First Enterprises LLP
***dba* Oliver Outdoor**
230 Homewood Drive, Butler, PA 16001

Phone: (724) 256-8555 or (866) 669-1333 **Fax**: (724) 256-8555

Client	Diane Marburger
Mailing Address	124 West Diamond St PO Box 1208 Butler, Pa 16003-1208
Telephone Number	
Fax Number	
Contact Person	Diane Marburger
Email Address	dmarburg@co.butler.pa.us

We the undersigned hereby authorize and direct you to execute a Billboard Advertising Display in cities, towns, and districts specified herein, upon the terms and conditions of this Agreement, as follows:

TERMS: As costs for such billboard advertising we promise to pay Oliver Outdoor the total monthly rent sum of , (see table on page 2), payable monthly in advance of each respective showing, at the specified rate for said showing beginning upon completion of the posting or one month after the signing of this Agreement, whichever falls first, and it is expressly agreed that the failure to pay any of the installments herein agreed to be paid, as and when the same shall become due and payable, may at the option of Oliver Outdoor, be considered and treated as a breach of this Agreement and all payments due under said Agreement shall be due in full immediately. In such case we agree to compensate fully Oliver Outdoor for any loss it may sustain by reason of such default and termination.

COPY: All copy for display under this Agreement shall be subject to approval of the Client and shall solely benefit the Client.

This Agreement is non-cancelable.

If by reason of God, fires, strikes, and shortages of labor, present or future laws, ordinances, orders, rules or regulations, or any cause or contingency whatsoever beyond your control, you shall be unable to deliver the billboard advertising services, this agreement shall not terminate either in whole or in part, however, you shall be provided credit to be rendered either by advertising series in another location or by extending the advertising service under the Agreement for a period beyond the termination date contained herein.

Oliver Outdoor reserves the option to convert or upgrade the display face to a digital unit at any time. If this conversion occurs, client will have the option to convert to a full slot on the new digital display without incurring any addition costs or cancel this Agreement within 30 days of conversion; otherwise the terms of the Agreement will remain. The expiration date of this Agreement will be extended to make up for any downtime created by the conversion.

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Location of Sign	Rt 8 Airport LED north & south	Rt 8 Dinnerbell LED North & South	Rt 68 Buttercup LED	Rt 68 Brandywine LED	Rt 422 Franklin	Saxonburg Neupert Rd	Mars Evans City Rd
Panel Number	82G	84I	6811J	6815I	42204D	2101A	30151B
Vinyl Size or Digital Package	60 pk	60pk	60 pk	60 pk	12x24	12x24	12x24
Agreement Length	1 month						
Cost Per Cycle	$795 +1bonus	$795 +1bonus	$795	$795	$395	$395	$395
Production and Install Cost (1st & Additional)	n/a	n/a	n/a	n/a	$400	$400	$400
Start / End Date	3/5/2020 to 4/5/2020						
Artwork	provided by Oliver						

ADDITIONAL PROVISIONS: Payments thirty (30) days past due will be subject to a 1.5% per month late charge.

BILLING OPTIONS: (please initial your choice)

Paper Only _____ Email Only _____ Both

Billing / Email address if different than contact information

_____

SALES REPRESENTATIVE: *Kelly Mattson* *724-991-0418*
Kelly@Oliveroutdoor.com

ACKNOWLEDGED AND ACCEPTED:

_____ Date _____

for Oliver Outdoor

Client: _____ Date _____

_____ Title

www.oliveroutdoor.com

Commissioners

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

March 4, 2020

VIA EMAIL – virnabe_belias@johnhancock.com
John Hancock Financial Services
Attn: Virnabe Belias

Re: Trustees of the County of Butler Board of Commissioners Plan –
John Hancock 457(b) Plan – Contract #104356

Dear Ms. Belias:

At the regularly scheduled Board Meeting on March 4, 2020, the Butler County Commissioners voted to discontinue and liquidate the above-referenced 457(b) Plan as an offering by Butler County. The date established for the final liquidation of the Plan is to be March 31, 2020. The primary reason for the County Commissioners'/Trustees' decision to liquidate the Plan is lack of participation and duplication of offerings (the County has another comparable plan in place). The County has already provided its employee(s) thirty (30) days notice of its intention to terminate the Plan. As a John Hancock client representative, we ask that you undertake any and all necessary steps to terminate the Plan and to help any existing participants in regard to what alternative options might be available to them.

To the extent that you should have any questions regarding this matter, please feel free to contact the Butler County Solicitor (H. William White, III) at wwhite@co.butler.pa.us.

Very truly yours,

Leslie A. Osche Chairman of the Board of Commissioners/Plan Trustee	Kimberly D. Geyer, Co-Chairman of the Board of Commissioners/Plan Trustee	Kevin E. Boozel, M.S. Secretary of the Board of Commissioners/Plan Trustee

LO, KG, KB/bjr
cc: Jeffrey Geibel, Edward Jones

Budgetary Transfers, Ratification of Personnel Transactions, Travel Requests, Requisitions & Check Register