

#### Regular Meeting of the Board of Trustees

#### June 12, 2018

0.40	_			-
1.	()t	ening	of N	<b>Aeeting</b>
	~			

- 2. Executive Session 6:00 PM
- 3. Pledge of Allegiance 7:00 PM
- 4. Meditation (Moment of Silence)
- 5. Fiscal Office Approval of Minutes from May 22, 2018
- 6. Presentations
  - a. Recognition of Colerain Community Association for 20 years of Service
  - Recognition of Colerain High School Student Senate for their volunteerism at the Ronald McDonald House Charities of Greater Cincinnati
  - c. Proclamation: Vinoklet Day in Colerain Township
  - d. Introduction and Swearing-In of New Career Fire Employees
  - e. Recognition of Department of Fire and EMS' "EMS Provider of the Year" Award
- 7. Citizens Address: Questions Concerning Today's Agenda
- 8. Administrative Reports
- 9. Trustees' Report
- 10. New Business

#### **Public Safety**

- a. Motion Authorizing Part-Time Department of Fire & EMS Hires (Fire)
- b. Motion Authorizing Hiring of Part-Time Seasonal Employees (Fire)
- c. Motion to Execute a Contract with the Stryker Corporation of Kalamazoo, Michigan for the Purchase of a Power "Load" Powered Cot Fastener System
- d. Resolution Appointing Dr. Donald A. Locasto, M.D. as the Department of Fire and Emergency Medical Services' (EMS) Medical Director and Approval of the Attached Contract (Fire)
- e. Motion to Execute Contract with Axon Enterprise for the Purchase of Tasers (Police)

#### **Public Services**

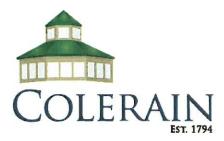
#### Planning & Zoning

a. Resolution Declaring Nuisance and Ordering Abatement

#### Administration

a. Motion to Authorize Execution of Grant Agreement with Ohio Development Services Agency





- b. Motion to Authorize Execution of Jobs and Commerce Economic Development Grant Agreement with the Ohio Department of Transportation
- c. Motion to Accept Mini-Planning Grant from Hamilton County and Authorizing 10% Local Match
- d. Motion to Approve 2018 Transparency Initiative #1: Authorizing and Directing the Township Administrator to establish a Financial Advisory Committee
- e. Motion to Approve 2018 Transparency Initiative #2 Authorizing and Directing the Township Administrator to Prepare a Budget Book for the 2019 Budget
- f. Motion to Approve 2018 Transparency Initiative Recommendation #3 Authorizing and Directing the Township Administrator to Modernize the Budgetary Process
- g. Motion to Approve 2018 Transparency Initiative Recommendation #4 Authorizing and Directing the Township Administrator to Improve the Use and Communication of Operational Data
- h. Motion to Approve 2018 Transparency Initiative Recommendation #5 Authorizing and Directing the Township Administrator to Improve the Township's Website
- Motion to Approve 2018 Transparency Initiative Recommendation #6 Authorizing and Directing the Township Administrator to Modernize the Creation and Distribution of Agendas and Minutes
- j. Motion to Authorize the Hiring of Human Resources Specialist
- k. Motion to Authorize the Hiring of Temporary, Part-Time Employee
- Motion to Appoint Geoff Milz to the Hamilton County Communications Center Policy Board of Advisors
- m. Motion to Appoint Jeff Weckbach as an alternate to the Ohio-Kentucky-Indiana Regional Council of Governments Intermodal Coordinating Committee
- n. Motion Authorizing the Execution of MOU with Fraternal Order of Police Ohio Labor Council Police Officers

#### 11. Fiscal Office Report

- a. Motion to Approve Inter-Fund Transfer
- b. Resolution to Amend the Permanent Appropriations
- 12. Citizens Address
- 13. Executive Session if needed
- 14. Adjournment



#### **PRESENTATIONS**

Department: Colerain Township Department of Fire & Emergency Medical Services

Department Head: Frank Cook, Chief of Department

a. Introduction and Swearing-In of New Career Employees

Introduce and administer the Oath-of-Office to new full-time Firefighter Paramedic Brian Maginn and Firefighter Emergency Medical Technician (EMT) Sean Vanover approved for hire and promotion during the April 10, 2018 Board of Trustees Meeting.

b. Emergency Medical Services Recognition Awards

The week of May 20, 2018 was recognized as *National Emergency Medical Services Week*. The campaign authorized by President Ford in 1974 recognizes EMS practitioners and the important work they do in the nation's communities.

- On Tuesday, May 22, 2018, the Department of Fire and EMS was recognized as Ohio's EMS Agency of the Year during the Department of Public Safety's 2018 Star of Life Awards Ceremony in Columbus, Ohio.
- The Department will recognize Firefighter Paramedics Phil Klug, Richard Witsken and Tyler Lang as the "EMS Provider of the Year" for their demonstration of consistent dedication to the delivery of quality public safety services to the community during 2016. All three paramedics received multiple nominations from co-workers for their commitment to excellence, and serving our community with compassion and professionalism.

Department: Colerain Township Department of Fire & Emergency Medical Services

Department Head: Frank Cook, Chief of Department

#### a. Motion Authorizing Part-Time Department of Fire & EMS Hires

Recommend adoption of a motion to *conditionally* hire the following candidates as parttime fire department employees at the specified hourly pay rates:

- Daniel Williams Firefighter Emergency Medical Technician (EMT): \$14.50 per hour, and
- Kelsie Allen Firefighter EMT: \$14.50 per hour.

#### Rationale:

The aforementioned recommended candidates are replacements for part-time firefighter EMT employees that have recently separated from the department. The hiring of the three candidates will be contingent upon successful completion of all applicable pre-employment evaluations and procedures. Their start date will be effective as soon as possible after Sunday, July 1, 2018, following compliance of the aforementioned conditions with a one-year probationary period.

#### b. Motion Authorizing Hiring of Part-Time Seasonal Employees

Recommend adoption of a motion to *conditionally* hire the following candidates as seasonal fire hydrant maintenance employees at the specified hourly pay rates:

- Michael Kilgore: \$11.00 per hour, and
- Shane McNally: \$11.00 per hour.

#### Rationale:

The aforementioned recommended candidates are requested to supplement fire department employees in performing annual maintenance and servicing of the Township's approximately 3,000 public and private fire hydrants to ensure their proper operating condition. Both candidates will be restricted to no-more than 30-hours per week.

c. Resolution Appointing Dr. Donald A. Locasto, M.D. as the Department of Fire and Emergency Medical Services' (EMS) Medical Director and Approval of the Attached Contract

Recommend approval of the attached resolution and contract.

#### Rationale:

The proposed agreement serves to retain Dr. Locasto as an independent contractor to serve in the capacity as the Department's EMS Medical Director to assist the Township in meeting its statutory obligations under the Ohio Revised Code by providing comprehensive medical physician oversight of all pre-hospital care aspects related to planning, development, implementation, and evaluation of the EMS system

delivered by the Department. The Director will also serve as an advocate for efficient and effective emergency medical services, ensuring delivery of medical care that is consistent with professionally recognized standards by means of quality improvement, performance assessment, and the education and training of EMS providers.

The agreement shall be effective July 1, 2018, and shall have an initial term of one year. The agreement shall renew automatically on July 1<sup>st</sup> of each subsequent year for successive terms of one year, until terminated as outlined in Section 2.3 of the contract document.

The cost for services provided shall be in the sum of \$2,800.00 per month for a total annual contract amount of \$33,600.00 commencing with the date of July 1, 2018.

d. Motion to Execute a Contract with the Stryker Corporation of Kalamazoo, Michigan for the Purchase of a Power "Load" Powered Cot Fastener System Recommend adoption of a motion to purchase from the Stryker Corporation of Kalamazoo, Michigan one Power "Load" Powered Cot Fastener System in the amount of \$25,627.14

#### Rationale:

The proposed acquisition of the Power "Load" system will enhance emergency medical personnel and patient safety by supporting the cot throughout the loading and unloading process, thus reducing the potential for employee spinal and muscular back related injuries. The system has a maximum capacity to lift up to 700-pounds. The system will be the second system in the Department's fleet of eight transport ambulances.



#### **Purchase Request**

Date: 05/15/2018

**Division:** Operations/EMS

Submitted by: EMS Division Capt. Shane Packer

Requested Item(s): 1 Stryker Power-LOAD cot fastener

Total Cost: \$25,627.14

Description: Power-loading cot fastener system that reduces the risk of injuries when loading and

unloading cots.

Rationale: This purchase would be the 2<sup>nd</sup> load system in the ambulance fleet. The department recently purchased 1 Stryker load system and cot with BWC grant funds. The department also purchased Stryker power cots in 2017. The goal is to assign units with power-load systems to Medic 25 and Medic 26. These 2 medic units respond to approximately 70% of our EMS incidents; therefore, significantly reducing the risk of injury to the patient and crew with a power load system. The purchase of this equipment was factored into the 2018 final appropriations for the EMS Equipment line (account code 2281-760-740-0000).

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251 gmilz@colerain.org • www.colerain.org
Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Greg Insco, Raj Rajagopal, Daniel Unger

Fiscal Officer: Heather E. Harlow Administrator: Geoff Milz





Sales Account Manager ROSS FINAN ross.finan@stryker.com Cell: 859-760-4414 Remit to: Stryker Medical P.O. Box 93308 Chicago, IL 60673-3308

End User Shipping Address
1120431
COLERAIN TOWNSHIP FIRE AND EMS
3251 SPRINGDALE RD
CINCINNATI, OH 45251

Shipping Address
1120431
COLERAIN TOWNSHIP FIRE AND EMS
3251 SPRINGDALE RD
CINCINNATI, OH 45251

Billing Address
1120431
COLERAIN TOWNSHIP FIRE AND EMS
3251 SPRINGDALE RD
CINCINNATI, OH 45251

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6238996	01/08/2018	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	PowerLOAD	6390000000	\$23,812.83	\$23,812.83	
		Options				
	1	PowerLOAD	6390000000	\$23,812.83	\$23,812.83	
	1	Standard Comp 6390 Power Load	6390026000			
	1	English Manual	6390600000			
	1	1 year parts, labor & travel	7777881660			
	1	UNIVERSAL FLOORPLATE OPTION	6390028000			
	1	English Option, Manual	6390020000			
2.00	1	6506 PWRLD COMPAT UPGRADE KIT	6506700001	\$1,504.31	\$1,504.31	
3.00	1	ProCare Upgrade Charge	77100003	\$310.00	\$310.00	

Note:	

Product Total	\$25,627.14
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$25,627.14

Г	Signature:	Title/Position:	Date:
De	ed Consummation: This is a quote and not a commitment. This quote	e is subject to final credit, pricing, and documentation approved. Legal d	ocumentation must be signed before

your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

# Power-LOAD®

# power-loading cot fastener system

# Reduce the risk

# of injuries when loading and unloading cots

Lifts and lowers the cot into and out of the ambulance, reducing spinal loads and the risk of cumulative trauma injuries. Our Power-LOAD Cot Fastener System improved operator and patient safety by supporting the cot throughout the loading and unloading process. The reduction in spinal load helps prevent cumulative trauma injuries. Power-LOAD wirelessly communicates with Power-PRO cots for ease of operation and maximum operator convenience.

#### Kay Sometic

- Eliminates the need to steer the cot into and out of the ambulance.
- Minimizes patient drops by supporting the cot until the wheels are on the ground.
- Meets SAE J3027 dynamic crash test safety standards.
- Features an easy-to-use manual back-up system, allowing complete operation in the event of power loss.
- Lifts or lowers the cot into and out of the ambulance, eliminating spinal loads that can result in cumulative trauma injuries.

#### Power Chail out campatibiles

The Power-LOAD compatibility option is available for the Power-PRO XT, Power-PRO IT, and Performance-PRO. This system meets dynamic crash test standards for maximized occupant safety<sup>1</sup> and will automatically charge the Power-PRO XT and Power-PRO IT SMRT battery.

# Power raise and lower for loading and unloading Operator ighterns case it from suppostings spingl produce. Chart memory-two Revers (1941) Cot bestamper Says, the its other raise and lower for loading and unloading. Cotter raise and lower for loading and unloading. Cotter raise and lower for loading and unloading.



100%

reduction in back injuries in one service with the assistance of the Power-LOAD cot fastener system and Power-PRO XT cot.\* **""35%** 

decrease in the rating of perceived exertion when using a powered fastener and powered cot as compared to manual equipment throughout the lifting, loading, and unloading process\*\* 62%

decrease in the risk of developing a low back disorder when adding powered fasteners and powered cots to the loading process\*\*

#### Keep operator informed of position Red release handles allow the cot to status. Solid green when in position be disengaged from the Power-LOAD or ready to transport, flashing system when unloading. amber when not in position or ready to transport. Supports and guides the cot during loading and unloading. Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required). Allows complete operation for manual cots as ewll as the operation of powered cots in the event of power loss. Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.



Power-PRO XT Cot



Performance-PRO XT Cot



Power-PRO IT Cot

<sup>\*</sup>Source: Ada County Paramedics Case Study, ems.stryker.com/knowledgecenter

<sup>\*\*</sup>Source: Evaluation of Medical Cot Design Considering the Biomechanical Impact on Emergency Response Personnel Tycho K. Fredericks, Steven E. Butt, Kimberly S. Harms, and James D. Burns. ems.stryker.com/knowledgecenter

#### Specific breatty

Model Number	6390		
Length			
Overall length	95 in. (241 cm)		
Minimum length	89.5 in. (228 cm)		
Width	24.5 in. (62 cm)		
Weight			
Total weight	211.5 lb (96.5 kg)		
Floor plate assembly	16.5 lb (7.5 kg)		
Anchor assembly	23 lb (10.5 kg)		
Transfer assembly	67 lb (30.5 kg)		
Trolley assembly	105 lb (48 kg)		
Maximum weight capacity*	700 lb (318 kg)		
Minimum operator required			
Occupied cot	2		
Unoccupied cot	1		
Recommended loading heigh	22 in to 36 in (56 cm to 91 cm)		
Battery	12VCD, 5 Ah lead acid battery (6390-001-468)		

Stryker reserves the right to change specifications without notice. Patents pending.

#### Manney

- One-year parts, labor, and travel or two-year parts only
- Lifetime on all welds

Extended warranties available.

7-year service life.

#### **Technical support**

Our Technical Support comprises a team of professionals available to help with your Performance-LOAD needs. Contact via phone at 1 800 STRYKER or email at medicaltechnicalsupport@stryker.com

#### Stryker's ProCare Services

Every day, you count on your medical equipment to perform at its best. With ProCare Services, our people help to ensure your equipment is ready to perform when it's needed and make it easier to get the most from your investment. When an issue arises, we promise that we'll solve it — performing repairs quickly and correctly.

ProCare isn't just a service program. It's a partnership you can count on to give you one less thing to worry about, and one more reason to feel confident you're doing all you can for your clinicians, staff and patients.

All ProCare agreements provide:

- · Stryker-authorized service representative
- · Stryker-direct factory parts
- · Two-hour callback response time
- Fixed service costs up front
- · Increased uptime
- · 24-72 hour equipment turnsround time'
- † Based on the provisions of the Service Agreement

and the location of the product.

#### Flex Financial Program

Our financial programs provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase with payment structures that can be customized to meet budgetary needs and help to build long-term financial stability. Contact your account manager for more information.

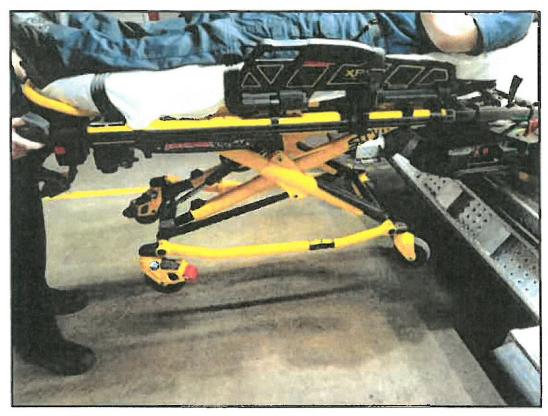
Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: Flex Financial, Parformance-PRO, Power-LOAD, Power-PRO, ProCare, SMRT, Stryker. All other trademarks are trademarks of their respective owners or holder.

 Maximum weight capacity represents patient weight. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

The Power-LOAD Cot Fastener System is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822. 3800 E. Centre Avenue Portage, MI 49002 USA t: 269 329 2100 toll free: 800 327 0770

www.ems.stryker.com







The Board of Trustees of Colerain Township, County of Hamilton, Ohio, State of Ohio, met in regular session at p.m., on the 12 <sup>th</sup> day of June, 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:				
Greg Insco, Raj Rajagopal, Dan Unger				
Mr introduced the following resolution and moved its adoption:				
RESOLUTION NO.:18				
RESOLUTION AUTHORIZING ADMINISTRATOR TO EXECUTE AGREEMENT FOR PHYSICIAN MEDICAL DIRECTOR FOR COLERAIN TOWNSHIP DEPARTMENT OF FIRE AND EMS				
WHEREAS, the Board of Trustees ("Board") has determined there exists a need for a Physician Medical Director for Colerain Township Department of Fire and EMS; and				
WHEREAS, the Board has determined it necessary to retain the EMS Medical Director as an independent contractor in order to assist the Township in providing oversight and improving the quality of services provided by the Colerain Township Department of Fire and EMS; and				
WHEREAS, the Board is desirous of executing the Independent Contractor Agreement with Donald A. Locasto, M.D. to perform such services;				
<b>NOW, THEREFORE, BE IT RESOLVED</b> by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:				
<ol> <li>The Board hereby authorizes the Administrator to execute the Independent Contractor Agreement with Donald A. Locasto, which is attached hereto as Exhibit A.</li> </ol>				
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.				
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.				
4. That this Resolution shall be effective at the earliest date allowed by law.				
Mr seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:				

Vote Record: Greg Insco	, Raj Rajagopal, Dan Unger
ADOPTED this day of June, 2018.	
	BOARD OF TRUSTEES
	Greg Insco, Trustee
	Raj Rajagopal, Trustee
	Dan Unger, Trustee
ATTEST:	
Heather E. Harlow, Fiscal Officer	
Resolution prepared by and approved as a	o form:
Lawrence E. Barbiere (0027106) Colerain Township Law Director	
AU	THENTICATION
	on was duly passed and filed with the Colerain Towr
	Heather E. Harlow,
	Colerain Township Fiscal Officer

# INDEPENDENT CONTRACTOR AGREEMENT FOR PHYSICIAN MEDICAL DIRECTOR FOR COLERAINTOWNSHIP DEPARTMENT OF FIRE AND EMS

This agreement, made and entered into on the dates indicated below, by and between Colerain Township, Hamilton County, Ohio hereinafter referred to as "Colerain Township" and Dr. Donald A. Locasto, M.D., doing business as EMS Medical Direction and Consulting LLC referred to as "Contractor" or "EMS Medical Director."

WHEREAS, Colerain Township has determined that it is necessary and advisable to retain the services of a physician as a medical director to assist the Township to meet its obligations under the Ohio Revised Code for implementation of peer review, quality assurance programs, and other requirements designed to improve the quality of services provided by the Colerain Township Department of Fire and Emergency Medical Services (EMS); and,

WHEREAS, Colerain Township proposes to retain the EMS Medical Director as an independent contractor to provide oversight and counsel in delivery of the medical services provided by The Colerain Township Department of Fire and EMS in basic life support and advanced life support situations, and this agreement sets forth the responsibilities of Colerain Township and the Contractor for such services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

#### Section 1: Appointment:

Colerain Township hereby appoints the Contractor as Physician Medical Director of The Colerain Township Department of Fire and EMS program, to meet its statutory obligations under the Ohio Revised Code (ORC), which statute is incorporated herein by reference. The Contractor hereby accepts the appointment.

#### Section 2:

- 2.1 <u>Effective Date, Term, and Renewal</u>. This contract shall be effective July 1, 2018, and shall have an initial term of one year. This contract shall renew automatically on July 1<sup>st</sup> of each subsequent year for successive terms of one year, until terminated as set out below.
- 2.2 <u>Method of Payment</u>. The EMS Medical Director shall be paid monthly for services rendered as set forth herein. Each monthly payment will be made by the Township Fiscal Officer upon approval by Colerain Township. Colerain Township shall not be responsible for any other charges except as provided for herein or as otherwise agreed to by Colerain Township. The EMS Medical Director, as an independent contractor, shall be solely responsible for payment of any payroll taxes, withholding, deductions, and estimated payments for taxes and other obligations.

- 2.3 <u>Termination by Either Party.</u> Either party may at any time without further cost, penalty, or obligation terminate this agreement by giving 90 days' notice in writing to the other party. Such notice shall be made by certified mail to the addresses set out below. In the event of termination, the EMS Medical Director shall be compensated for services performed to the reasonable satisfaction of Colerain Township up to the effective date of the termination. In the event the EMS Medical Director fails to fulfill the terms and conditions of the contract to the reasonable satisfaction of Colerain Township, Colerain Township may withhold payment as an alternative to termination or cancellation of the contract, may terminate contract, and/or may seek any right or remedy available at law or in equity. In either event, Colerain Township will notify the EMS Medical Director of the reasons for such action and of the conditions precedent to the issuance of payment.
- 2.4 <u>No Assignment.</u> The contract cannot be assigned or transferred by the EMS Medical Director, in whole, or in part, without the prior written consent of Colerain Township Department of Fire and EMS.
- 2.5 <u>Amendments</u>. Any and all changes to the terms and condition of this Agreement shall be in writing and signed and agreed to by both Colerain Township Department of Fire and EMS and the EMS Medical Director.
- 2.6 <u>Compliance with Law</u>. The EMS Medical Director shall comply with all applicable statutes, ordinances, regulations and rules of the Federal Government and The State of Ohio, which are applicable to the performance of the contract and expenditure of funds.
- 2.7 <u>Insurance</u>. The EMS Medical Director, at his sole expense, shall maintain professional liability insurance coverage with minimum liability limits of \$1 Million per occurrence, and shall provide written proof to Colerain Township, without demand therefore, that all such coverages are in effect at the time this agreement is executed, and upon each successive renewal.
- 2.8. <u>Conflict of Interest</u>. No officer, employee or agent of Colerain Township who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, nor any immediate family member, close business associate, or organization, which is about to employ any such person, shall have any personal financial interest, direct or indirect in the EMS Medical Director's position, or the contract shall take appropriate steps to assure compliance.

#### Section 3: Payment:

Colerain Township agrees to pay the EMS Medical Director for services provided as Medical Director, and as an independent contractor with Colerain Township the sum of \$2,800.00 per month. Payment shall be on or before the last day of each month during the term of this agreement, for a total annual contract amount of \$33,600.00 commencing with the month of July 1<sup>st</sup>, 2018.

#### Section 4:

The EMS Medical Director for The Colerain Township Department of Fire and EMS, as an independent contractor, agrees to provide services to Colerain Township as follows:

#### Medical Director - Operations

4.1 <u>Summary of Responsibilities</u>: The EMS Medical Director shall have authority over all clinical and patient care aspects of the EMS system or service. The primary role of the EMS Medical Director is to ensure quality patient care. Responsibilities include involvement with the ongoing design, operation, evaluation and revision of the EMS system from initial patient access to definitive patient care.

#### 4.2 Reports To:

Fire Chief/Department Command Staff

- 4.3 Principle Duties and Responsibilities.
  - 4.3.1. Serve as a patient advocate in the EMS system.
  - 4.3.2. Set and assure compliance with patient care standards including communications, dispatch and medical protocols.
  - 4.3.3. Develop and implement protocols and standing orders under which pre-hospital providers function.
  - 4.3.4. Develop and implement the process for the provision of concurrent medical direction.
  - 4.3.5. Ensure the appropriateness of initial qualifications of pre-hospital personnel involved in patient care.
  - 4.3.6. Ensure the qualifications of pre-hospital personnel involved in patient care are maintained on an ongoing basis through education, testing and credentialing.
  - 4.3.7. Develop and implement an effective quality improvement program for continuous system and patient care improvement.
  - 4.3.8. Promote EMS research.
  - 4.3.9. Maintain liaison with the medical community including, but not limited to, hospitals, emergency departments, physicians, pre-hospital providers, nurses.
  - 4.3.10. Interact with regional, state, and local EMS authorities to ensure that standards, needs and requirements are met and resource utilization is optimized.
  - 4.3.11. Arrange for coordination of activities such as mutual aid, disaster planning and management, and hazardous materials response.
  - 4.3.12. Promulgate public education and information on the prevention of emergencies.
  - 4.3.13. Maintain knowledge levels appropriate for an EMS medical director through continuing education.
  - 4.3.14. Assist in the development of the curricula for EMS training, schedule speakers and instructors for continuing education sessions.
  - 4.3.15. Participate in peer review and quality improvement programs as provided in section 4765.12 of the ORC.

- 4.3.16. Active participation with the organization in the following programs:
  - a. Conducting performance improvement programs
  - b. Conducting education programs
  - c. Conducting protocol updates and review
- 4.3.17. Assure compliance with Health Insurance Portability and Accountability Act (HIPAA) and other pertinent Statutes and Regulations.

#### Section 5 EMS Medical Director Qualifications:

- 5.1. Possession of a valid Ohio medical license to practice medicine or osteopathy.
- 5.2. Active in the emergency care of patients.
- 5.3. Familiarity with design and operation of pre-hospital EMS system.
- 5.4. Experience or training in medical direction of pre-hospital emergency units.
- 5.5. Experience or training in the pre-hospital care of the acutely ill or injured patient.
- 5.6. Experience or training in the education of pre-hospital personnel.
- 5.7. Experience or training in the EMS quality improvement process.
- 5.8. Knowledge of EMS law and regulations.
- 5.9. Knowledge of local mass casualty and disaster plans.
- 5.10. Complete the National Association of Emergency Medical Service Providers (NAEMSP) medical director course, the Ohio American College of Physicians (ACEP) medical directors course, or other equivalent course approved by the State Board of EMS.
- 5.11. Complete a board eligible/board certified residency program in emergency medicine or submit verification of EMS medical director experience and verification of performance improvement programs or training to the board of EMS.

#### Section 6 Authority of Medical Director:

- 6.1. Recommend certification, recertification of non-physician pre-hospital personnel to the appropriate certifying agency.
- 6.2. Establish, implement, revise, and authorize system-wide protocols, policies and procedures for all patient care activities from dispatch through triage, treatment and transport.
- 6.3. Establish criteria for the level of initial emergency response (e.g., Emergency Medical Technician-Basic, Advanced Emergency Medical Technician, and Paramedic).
- 6.4. Establish criteria for determining patient destination.
- 6.5. Ensure the competency of persons who provide concurrent medical direction to prehospital personnel.
- 6.6. Establish the procedures or protocols under which non-transport of patients may occur.
- 6.7. Require education and testing to the level of proficiency approved for the following personnel within the EMS system: Emergency Medical Technician-Basic, Advanced Emergency Medical Technician, Paramedic, EMS instructors and education coordinators.
- 6.8. Implement and supervise an effective quality improvement program to identify needed areas of improvement, evaluate system controls, monitor performance indicators and re-evaluate system impact.

- 6.9. Recommend appropriate actions for removal of medical care duties for due cause, using an appropriate review and appeals mechanism.
- 6.10. Set or approve hiring standards for personnel involved in patient care.
- 6.11. Set or approve standards for equipment used in patient care.

#### Section 7 Medical Director Time Requirements:

- 7.1. NAEMSP Membership and annual attendance.
- 7.2. 10 hours per month (as a minimum) staffing MD-25.
- 7.3. Conduct, at minimum, three training sessions (one to each unit day) delivering a minimum of two hours each for a minimum total of 6 hours per month.
- 7.4. Conduct a series of on-duty skills testing sessions, once per contract, as mutually agreed upon by both parties.
- 7.5. Conduct post-incident reviews immediately following EMS incidents while staffing MD-25 as part of the department's quality assurance and continuous quality improvement programs.
- 7.6. Time required to perform any necessary administrative duties to provide the necessary services (e.g. meeting attendance, policy and procedure development).
- 7.7. Recommended meeting attendance:
  - a. Pre-Hospital Care Operations Committee
  - b. Regional Physicians Advisory Board
  - c. Monthly medical director meetings

Section 8 Notices:			
Any notices required under this agr	ement shall be addressed to the parties as follows:		
TO COLERAIN TOWNSHIP:	Geoff Milz, Colerain Township Administrator Colerain Township 4200 Springdale Road Cincinnati, Ohio 45251		
TO EMS MEDICAL DIRECTOR:	EMS Medical Direction and Consulting LLC Donald A. Locasto Sole MBR 252 Woodcrest Drive Loveland, Ohio 45140		
	EIN 46-3539530		
Upon any changes of address or oth in writing of such change.	er mailing information, each party agrees to notify the other		
IN WITNESS WHEREOF, the par duplicate on the dates entered below	ies hereto have executed the foregoing agreement in		
EMS MEDICAL DIRECTOR	COLERAIN TOWNSHIP		
Donald A. Locasto, M.D. D	Geoff Milz Date Colerain Township Administrator		

Department: Colerain Police Department

Department Head: Mark C. Denney, Chief of Police

#### Police

a. Motion to Execute Contract with Axon Enterprise for the Purchase of Tasers
Recommend adoption of a motion to permit Colerain Township Administrator
Geoff Milz to sign an agreement with Axon Enterprise in the amount of
\$137,588 to be paid over five years.

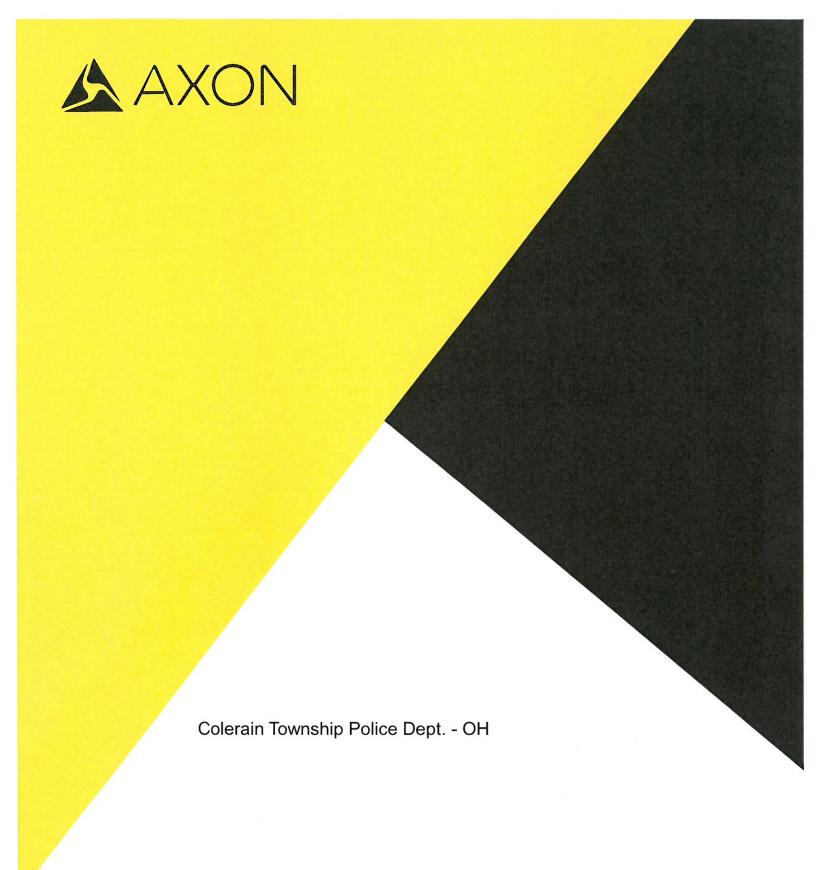
#### Rationale:

The agreement is for the purchase of (60) tasers. This provides our police officers with the necessary tools to protect themselves and the public. In recent months, our officers have responded to several incidents where the use of a taser saved the life of suspects and officers. Currently, our officers must ask other departments to respond in order to have this option.

The Police Department had tasers until 2012 when they were removed after concern about the association of tasers and the death of suspects. Research and recent discussion with medical and legal professionals has strongly disputed this concern. Changes have been made to the product that eliminate the concern for over or under delivery of the electrical charge.

There is an assumption of risk with any device used by our officers, but this is a widely accepted tool that has saved countless lives and our risk is increased when we do not provide our officers with options to deadly force that are available and used by nearly every police agency in the Country.

The agreement allows the Township to pay over five years at no interest. In addition, we have the option to return the units at any time and forgo any future payments if the necessity arises. The annual cost is \$27,668 in year one and \$27,480 for years two through five. Included are replacement tasers, batteries, cartridges and all necessary equipment. There will be no additional costs associated with this purchase.





Axon Enterprise, Inc. Protect Life. 17800 N 85th St. Scottsdale , Arizona , 85255 United States Phone: (800) 978-2737

Joshua Sparks

Phone: 480-905-2044

QUOTE: Q-157180-43160.715JS

Issue Date: 03/01/2018

Quote Expiration: 04/30/2018

Account Number: 108461

Start Date: 03/01/2018 Payment Terms: Net 30 Delivery Method: Fedex - Ground

Sales Representative: Primary Contact:

Mark Denney (513) 321-2677 mdenney@colerain.org

Email: jsparks@axon.com mdenney@colerair

**BILL TO:**Colerain Township Police Dept. - OH

4200 SPRINGDALE ROAD Cincinnati, OH 45251

US

SHIP TO:

Mark Denney Colerain Township Police Dept. - OH 4200 SPRINGDALE ROAD

Cincinnati, OH 45251

US

#### Year 1

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans 8	Rackages			
85700	TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	60	458.00	27,480.00
Hardware				
22002	HANDLE, BLACK, CLASS III, X2	60	0.00	0.00
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	60	0.00	0.00
22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	60	0.00	0.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	180	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	180	0.00	0.00
80137	TASER 60 X2 UNLIMITED	60	0.00	0.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	188.00	188.00
			Subtotal	27,668.00
			Estimated Shipping	0.00
			Taxes	0.00
			Total	27,668.00

#### Spare X2 (No Cost)

Item	Description	Quantity	Net Unit Price	Total (USD)
Hardware				
80137	TASER 60 X2 UNLIMITED	1	0.00	0.00
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	1	0.00	0.00
22002	HANDLE, BLACK, CLASS III, X2	1	0.00	0.00
			Subtotal	0.00
			Taxes	0.00
			Total	0.00

#### Year 2

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans 8	Packages			
85701	TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	60	458.00	27,480.00
			Subtotal	27,480.00
			Taxes	0.00
			Total	27,480.00

#### Year 3

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans 8	Packages			
85702	TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	60	458.00	27,480.00
			Subtotal	27,480.00
			Taxes	0.00
			Total	27,480.00

#### Year 4

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans 8	Packages			
85703	TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	60	458.00	27,480.00
			Subtotal	27,480.00
			Taxes	0.00
			Total	27,480.00

#### Year 5

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans 8	Packages			
85704	TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED	60	458.00	27,480.00
			Subtotal	27,480.00
			Taxes	0.00
			Total	27,480.00
			Grand Total	137,588.00



## Summary of Payments

Payment	Amount (USD)		
Year 1	27,668.00		
Spare X2 (No Cost)	0.00		
Year 2	27,480.00		
Year 3	27,480.00		
Year 4	27,480.00		
Year 5	27,480.00		
Grand Total	137,588.00		

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: https://www.axon.com/legal/sales-terms-and-conditions, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

#### **Axon's Sales Terms and Conditions**

By signing this Quote, you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement (MSPA), posted at <a href="https://www.axon.com/legal/sales-terms-and-conditions">https://www.axon.com/legal/sales-terms-and-conditions</a>, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this Quote.

Signature:	Date:	
Name (Print):	Title:	
PO# (Or write N/A):		

Please sign and email to Joshua Sparks at jsparks@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-157180-43160.715JS

'Protect Life'© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013 Axon Enterprise, Inc. All rights reserved.

Department:

Planning & Zoning

Department Head:

Jenna M. LeCount, AICP/Marty Kohler, Senior Planner

#### Planning & Zoning

a. <u>Approval of Resolution Declaring Nuisance and Ordering Abatement</u>
Recommend adoption of a Resolution to remove uncontrolled vegetation and/or refuse at the listed properties.

#### Rationale:

This Resolution is recommended to allow the Trustees to abate and assess properties with the Ohio Revised Code nuisance violations.

The Board of Tr	ustees of Colerain Township, County of Hamilton, State of Ohio, met in
regular session at	p.m., on the 12th day of June, 2018, at the Colerain Township Administration
Building, 4200 Springdale	e Road, Cincinnati, Ohio 45251, with the following members present:
	Greg Insco, Raj Rajagopal, Dan Unger
Mr	introduced the following resolution and moved its adoption:
	RESOLUTION NO

#### RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS

Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

Address	Book-Page-Parcel No.
9827 Allegheny	510-0041-0222-00
2671 Barthas	510-0061-0366-00
2722 Barthas	510-0061-0173-00
2848 Brampton	510-0041-0438-00
2870 Byrneside	510-0074-0035-00
9952 Capstan	510-0111-0182-00
9687 Cedarhurst	510-0052-0076-00
2430 Chopin	510-0053-0118-00
9959 Colerain	510-0111-0018-00
9790 Condor	510-0102-0294-00
2525 Cornwall	510-0053-0455-00
2528 Cornwall	510-0053-0466-00
9705 Dunraven	510-0041-0186-00
9743 Dunraven	510-0041-0192-00
9778 Dunraven	510-0041-0203-00
3555 Edvera	510-0091-0199-00
9600 Gibralter	510-0052-0096-00
6730 Grange	510-0073-0228-00
3050 Hyannis	510-0052-0215-00
6628 July	510-0081-0328-00
7681 Livingston	510-0211-0016-00
9449 Loralinda	510-0052-0653-00
9808 Loralinda	510-0041-0024-00
9616 Marino	510-0052-0291-00
9655 Marino	510-0052-0283-00
6625 Newbridge	510-0081-0145-00
2762 Niagara	510-0052-0049-00
3227 Niagara	510-0102-0092-00
3380 Niagara	510-0102-0039-00
3429 Niagara	510-0102-0055-00
3484 Niagara	510-0112-0035-00
3047 Overdale	510-0024-0247-00
9997 Pippin	510-0044-0152-00
10955 Pippin	510-0034-0062-00
3777 Poole	510-0092-0029-00
10127 Pottinger	510-0113-0289-00

510-0031-0483-00
510-0031-0440-00
510-0031-0438-00
510-0031-0744-00
510-0061-0153-00
510-0051-0122-00
510-0051-0006-00
510-0032-0333-00
510-0032-0344-00
510-0123-0112-00
510-0064-0130-00
510-0013-0081-00
510-0051-0225-00
510-0062-0011-00
510-0090-0107-00
510-0031-0329-00
510-0031-0188-00

#### WHEREAS

Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control or removal of any vegetation, garbage, refuse or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

#### WHEREAS

Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

#### **WHEREAS**

In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; therefore

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

- 1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
- 2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

- 3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
- 4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. That this Resolution shall be effective	e at the earliest date allow	wed by law.		
Mrquestion of its adoption, the vote resulte	_ seconded the Resolution as follows:	on, and the roll being	g called	upon the
Vote Record: Mr. Insco	, Mr. Rajagopal	, Mr. Unger		
ADOPTED this 12th day of Jur	ne, 2018.			
	BOARD OF TRUSTEE	S:		
	Greg Insco, Trustee	· · · · · · · · · · · · · · · · · · ·		
	Raj Rajagopal, Trustee			
ATTEST:	Dan Unger, Trustee			
Heather E. Harlow, Colerain Township Fiscal Officer				
Resolution prepared by and approved as	s to form:			
Lawrence E. Barbiere (0027106) 5300 Socialville Foster Rd., Suite 200 Mason, OH 45040 (513) 583-4200 Colerain Township Law Director	AUTHENTICATION			
This is to certify that this Resolution wa	s duly passed and filed w	rith the Colerain Town	ship Fisca	al Officer
this 12th day of June, 2018.	-		•	
	Heather E. Harl Colerain Towns	ow ship Fiscal Officer		

Department:

Administration

Department Head:

Geoff Milz

a. <u>Motion to Authorize Execution of Grant Agreement with Ohio Development Services Agency</u>

Recommend approval of the motion to execute the grant agreement.

#### Rationale:

Working with partners in the Regional Economic Development Initiative (REDI) and Ohio Department of Transportation, Colerain Township applied for and received a grant from the Ohio Development Services Agency in the amount of \$399,500.00 to support infrastructure improvements to Colerain Ave., Struble Rd. and Generation Way. This grant will aid in the development of the Struble Road Industrial Park bringing jobs and investment to Colerain Township.

b. <u>Motion to Authorize Execution of Jobs and Commerce Economic Development Agreement with the Ohio Department of Transportation</u>

Recommend approval of the motion to execute the grant agreement.

#### Rationale:

Working with partners in the Regional Economic Development Initiative (REDI) and Ohio Department of Transportation, Colerain Township applied for and received a grant from the Ohio Department of Transportation in the amount of \$100,500.00 to support infrastructure improvements to Colerain Ave., Struble Rd. and Generation Way. This grant will aid in the development of the Struble Road Industrial Park bringing jobs and investment to Colerain Township.

c. <u>Motion to Accept Mini-Planning Grant from Hamilton County and Authorizing 10% Local Match</u>

Recommend approval of the motion to accept the grant and authorize local match.

#### Rationale:

Colerain Township applied for and received a grant from Hamilton County Planning + Development's Community Planning Division in the amount of \$20,000 to support a market study on housing at the Northgate Mall. Traditional regional malls throughout the country are undergoing great change. This study will evaluate the viability of transforming Northgate Mall into a mixed use center through the addition of residential product on the existing Mall footprint.

d. Motion to Approve 2018 Transparency Initiative #1: Authorizing and Directing the Township Administrator to establish a Financial Advisory Committee Recommend approval of the motion to establish Financial Advisory Committee.

#### Rationale:

A committee of community leaders with a background in finance could be established to make recommendations for improved fiscal policies for the township. If the trustees approve this recommendation, staff would work to develop a mission and bylaws for the committee to ensure that a Financial Advisory Committee would be established to provide maximum benefit to the township.

e. Motion to Approve 2018 Transparency Initiative #2 Authorizing and Directing the Township Administrator to Prepare a Budget Book for the 2019 Budget

Recommend approval of the motion to prepare budget book for 2019 Budget.

#### Rationale:

The Township's budget is more than just appropriations of money. It is a statement of our values and priorities. It is a policy guide and an operational guide as well as a financial guide and communications tool. This year it is my intention to develop a budget book that serves these four purposes. It will be a document that clearly communicates the priorities of the township and the resources that are allocated to those priorities.

f. Motion to Approve 2018 Transparency Initiative Recommendation #3 Authorizing and Directing the Township Administrator to Modernize the Budgetary Process Recommend approval of the motion to modernize the budgetary process.

#### Rationale:

Currently, we use a complex excel spreadsheet to model and refine our \$40M budget. While this has worked in the past, the intensive nature of maintaining the spreadsheet with thousands of interconnected cells makes this model prone to user error and time-intensive to maintain. Further, in order to maintain its integrity, only one user can be working with it. Our budget process should be inclusive and modern and should result in a budget book that we can use throughout the year as a touchstone.

Our team has evaluated two separate budgeting software products: OpenGov and Accela/Springbrook. We recommend selecting OpenGov for three reasons. First, it plugs seamlessly into OpenCheckbook which the township currently uses. Second, it has the functionality needed to produce a collaborative budget process between and amongst the department heads and administration. Finally, the price for the functionality represents the best value.

The cost to implement this initiative is \$11,750 per year when bundled with operational performance dashboard plus \$12,150 in the first year for set up.

g. Motion to Approve 2018 Transparency Initiative Recommendation #4 Authorizing and Directing the Township Administrator to Improve the Use and Communication of Operational Data

Recommend approval of the motion to improve the use and communication of operational data.

#### Rationale:

All citizens deserve to know how well their government is performing. I am proud of the work that our employees do and believe that communicating our work to citizens via data dashboards that are easy to understand and access would improve transparency in government significantly.

I propose moving to an even more proactive disclosure model than we currently have with our eGov document library, which can be found right now at <a href="https://www.egovlink.com/colerain/docs/menu/home.asp">https://www.egovlink.com/colerain/docs/menu/home.asp</a>. As the Sunlight Foundation says, "Most government information disclosure laws and systems currently in place, including right-to-know, freedom of information and public records laws, are vehicles for reactive disclosure. Reactive disclosure means that a question has to be asked before an answer is given and that public information must be requested before it is disclosed. Proactive disclosure is the opposite. Proactive disclosure is the release of public information before an individual requests it. In the 21st century that means proactively putting new information online, where people are looking for it."

In addition to improved transparency, this recommendation would improve our operations. Central to my management philosophy is that decisions should be based on data. We currently collect a great deal of data and it is used by the leadership of each department to inform their decisions. Unfortunately, these data are housed in separate spreadsheets within each department. Collecting these data and displaying them in an easy to read dashboard format will help us manage to the data, improving operations while providing the public with near-realtime information on key indicators of the Townships performance such as: response times, crime statistics, spending and vendor information, code enforcement activity, vacant and foreclosed activity, etc. An operational dashboard that is available on our website would help communicate the activities of the township to our residents and business owners increasing the transparency of our operations.

The cost to implement this recommendation is \$11,750 per year when bundled with budget and planning plus \$9,150 in the first year for set up.

h. Motion to Approve 2018 Transparency Initiative Recommendation #5 Authorizing and Directing the Township Administrator to Improve the Township's Website Recommend approval of the motion to improve the township's website.

#### Rationale:

The Township's website is the front door through which most citizens interact with their government. Our website is dated, difficult to update and lacks the functionality that many modern governmental websites have. Our team has evaluated three webdesign vendors and determined that CivicPlus is the recommended vendor. CivicPlus is a vendor that specializes in governmental

websites, having designed and developed them for over 20 years. The new website would also be ADA compliant. The CivicPlus website could replace several software licenses that we currently use but would not need with a new CivicPlus website.

The improved website would include an easier to update and access calendar, news flash, form center, FAQ section, staff directory, document center, and reservation system for our shelters and community center halls. Further it would allow residents to pay online for all fees associated with rentals or permits.

The cost of the improved website is \$12,500 per year plus \$3,000 initially for the procurement of current videos and photographs of the township to include in the new website.

i. Motion to Approve 2018 Transparency Initiative Recommendation #6 Authorizing and Directing the Township Administrator to Modernize the Creation and Distribution of Agendas and Minutes

Recommend approval of the motion to modernize the creation and distribution of agendas and minutes.

#### Rationale:

We currently create and distribute our agendas manually. Transitioning to an automated agenda management system will save more than the price of the software in labor costs, allowing our employees to focus on their core function and spend less time on the preparation of the agenda. It will also ensure that all critical employees are able to review each agenda item for accuracy, compliance with the law and adopted budget before it is publicly released.

Further, the recommended approach would greatly simplify the preparation of minutes. It would allow for keyword searches of our minutes so residents could quickly and easily find the portion of the minutes they are looking for.

Our staff vetted three vendors, CivicPlus, Revize and Accela and recommend selecting CivicPlus because of its functionality, ease of use and continuity with the CivicPlus website recommendation.

The cost to implement this recommendation is \$6,644 per year.

j. Motion to Authorize the Hiring of Human Resources Specialist
 Recommend approval of the motion to authorize the hiring of Renetta Edwards as Human Resources Specialist.

#### Rationale:

On April 13, 2018, Shannon O'Connell separated from employment with the township. The township solicited applications for her replacement and received ten. One individual was selected for an interview and was ultimately selected.

Renetta Edwards currently serves as the Payroll Manager for the City of Forest Park. She has earned a Bachelors Degree from the Ohio State University in Human Ecology and a Masters of Business Administration Degree from American Intercontinential University with a focus in Human Resources. She has worked in human resources and public and private sector financial administration since 1999. Mrs. Edwards is a member of the Society of Human Resources Managers (SHRM). We are fortunate to have such a seasoned professional join our ranks.

Mrs. Edwards would begin a one-year probationary period on June 25, 2018 and would earn \$58,000.00 per year.

k. <u>Motion to Authorize the Hiring of Temporary, Part-Time Employee</u> Recommend approval of the motion to authorize the hiring of Ms. Marian Coates as Temporary, Part-Time Receptionist.

#### Rationale:

Due to unforeseen health issues, we are in need of temporary additional staffing to ensure coverage of the front desk and phone lines. This coverage is not anticipated to be needed for more than 8 weeks.

Ms. Coats would begin working on Wednesday, June 13, 2018 and would earn \$11.00 per hour.

 Motion to Appoint Geoff Milz to the Hamilton County Communications Center Policy Board of Advisors

Recommend approval of the motion to appoint Geoff Milz to the Hamilton County Communications Center Policy Board of Advisors.

#### Rationale:

The Hamilton County Communication Center Policy Board of Advisors was established for the purpose of ensuring that the Hamilton County Communications Center consistently meets the expressed needs of the users, operates in a cost efficient manner and maintains the highest practical technical standards. Its membership is proscribed in is Charter and includes a representative (other than the Police Chief or Fire Chief) from the township which has the greatest use (as measured by fees charged) of the Communications Center, selected by the legislative authority of that township.

Colerain Township is the township with the greatest use of the Center and in the past Dan Meloy represented the Township.

m. Motion to Appoint Jeff Weckbach as an alternate to the Ohio-Kentucky-Indiana Regional
 Council of Governments Intermodal Coordinating Committee
 Recommend approval of the motion to appoint Jeff Weckbach to the Ohio-Kentucky-Indiana
 Regional Council of Governments Intermodal Coordinating Committee.

#### Rationale:

The O-K-I Intermodal Coordinating Committee exists to provide technical advice and assistance to the Technical Studies Director and staff in such areas as, but not limited to, regional planning, land use, transportation, air quality, traffic engineering, open space and any special purpose projects, as well as preparing recommendations to the Executive Committee and Board of Directors of the Council in these areas.

Planning Director, Jenna LeCount has served as the Township's appointee to the Committee. Jeff Weckbach would become the alternate representative.

## n. <u>Motion Authorizing the Execution of MOU with Fraternal Order of Police Ohio Labor Council Police Officers</u>

Recommend approval of the motion authorizing the execution of MOU.

#### Rationale:

A significant and pressing issue facing the Colerain Police Department is officer retention. When officers leave Colerain to work for other agencies, they are leaving because of one main issue, salary.

Officers hired after 2012 make significantly less than our older officers hired prior to that year, by as much as \$17,000. Currently, our officers are hired in at \$52,000 and receive a \$6,000 raise in their fourth year and another \$6,000 in their 7<sup>th</sup> year. Our officers hired pre-2012 earn \$69,247.00.

From 2012 until early 2016, most area departments were on a hiring freeze and were only hiring to backfill vacancies. Given that environment, we were able to identify over a dozen officers willing to work for no compensation. We hired these officers as reserve officers and utilized them to assist on the road and at the Mall.

When the Sheriff pulled deputies from Colerain in 2012 and 2013, we presented a plan to hire these officers at a new, significantly lower pay rate than our existing officers. With nearly 25 area departments hiring additional personnel in the last two years, we have begun losing our well-trained officers to communities paying more.

We are now competing with area departments for talented and experienced officers. Currently, we are serving as a training ground for many area departments. Harrison, Montgomery, Forest Park, Green Township and others have made overtures to our current officers, successfully taking four so far. We have well trained, experienced officers who are extremely attractive to other agencies. Below is the current salary scale for area departments:

Township, City or County

Top Salary

Hamilton County Sheriff

\$64,915.00

#### **NEW BUSINESS**

Hamilton OH	\$68,910.00
Kettering OH	\$78,238.91
Middletown OH	\$62,876.00
Springfield Township	\$76,564.80
Cheviot OH	\$59,179.87
West Chester Township	\$73,904.00
Forest Park OH	\$74,054.45
Green Township	\$69,596.80
St. Bernard, OH	\$71,051.00
Glendale, OH	\$65,852.80
Reading, OH	\$70,102.00
Delhi Township, OH	\$70,324.80
Fairfield, OH	\$79,830.40
Miami Township, OH	\$72,664.73
Mt. Healthy, OH	\$66,631.20
North College Hill, OH	\$62,367.61

<sup>\*</sup>Center for Local Government

An officer hired today would make \$72,000 in 2025 (assuming 3% annual increases), just \$3,000 more than the 2018 average. Obviously, this will not permit us to attract or keep quality police officer candidates, especially quality minority candidates who are in very strong demand.

In addition, we now have two distinct "classes" of officers. This has caused issues internally and needs to be corrected. Without confronting this issue head-on, we face the reality that regardless of how many officers we add, we will constantly be replacing officers who leave for other agencies. The revolving door must stop in order for us to get to the staffing levels needed. The costs and time associated with training is significant.

The Township has lost six officers to other area departments (Montgomery, Harrison (x2), Forest Park (x2) and Amberley Village). When we lose an officer, it takes nearly eight months to replace that position (time to identify candidate, hire and train for solo patrol). We pay overtime to fill shifts until we can get that officer ready to work. With that in mind, I am proposing a plan that corrects the pay disparity issue.

To address the pay issue, Chief Denney has worked with the Union to create a five-year step plan to align salaries. Officers in the steps would not receive contractual raises beyond these listed. Below is an example of an officer starting in 2018.

#### **NEW BUSINESS**

Year	Current	Proposed
Starting	\$52,000	\$53,000
End of Year 2	\$53,560	\$58,000
End of Year 3	\$55,166	\$65,000
End of Year 4	\$62,820	\$67,000
Year 5	\$64,704	\$72,398 (Top P.O.)
Total	\$288,250	\$315,398

I am truly concerned that if we do not correct this issue, we will lose many of our officers to higher paying departments. I do not see a need to make us the highest paid department, just comparable. Officers will not leave for a few thousand dollars, but they cannot reasonably be expected to stay when then can earn as much as \$20,000 more and work at an agency with a significantly lower workload.

We are the busiest police department outside the City of Cincinnati. The bulk of that work is done by these officers who would be impacted by this adjustment.

With the 30 officers who would be impacted, the financial impact is approximately \$180,000 annually (including PERS and associated salary benefits). Chief Denney has worked with Finance Director Emily Randolph and I am confident this is within the Police Budget budget and requires no assistance from the General Fund or a need for an accelerated levy.

It is Mr. Denney's opinion, as the Chief of Police, that this is a necessary step towards keeping and attracting quality police officers to continue the outstanding work we do as a department. There is no request for a raise for pre-2012 officers or any of the command staff, this is for the men and women on the street.

The Fraternal Order of Police has agreed to a memorandum of understanding (MOU) with the Township that incorporates these raises into the existing collective bargaining agreement. In addition, the Union conceded a provision that will allow the Township to accept "lateral" hires. This provides the Township the ability to recruit officers from other agencies, hopefully increasing diversity.



John R. Kasich, Governor

David Goodman Director

#### **GRANT AGREEMENT**

Grantee:	Colerain Township Grant Control N			No.:	o.: SBIG20180598		180598		
Project 3800 Struble Rd, Cincinnati, OH 45251-4954 Site Address:									
Project Local Jurisdiction:	Colerain			Effective Date:			4/9/2018		
Project County:	Hamilton		Metric Evaluation Date:		:	12/31/2020			
Grant Funds:	: \$399,500.00		End Date:			12/31/2020			
		Project	Contac	et					
Grantee Contact:	: Geoff Milz		Title:	Assitant	Administrator				
Address:	ess: 4200 Springdale Road State: Ohio Zip:			45251					
Email Address:	\$1000 kg	gmilz@colerain.org							
Phone Number:		(513) 923-5000	FAX Number:						

This Grant Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Development Services Agency ("Grantor") and Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements in support of Colerain Township at the Project Site listed above (the "Project"). This Agreement incorporates by reference the "Scope of Work," which is attached as Exhibit I.

#### 1. Project Funding.

- (a) <u>State Grant</u>. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above (the "**Grant Funds**") to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in <u>Exhibit</u> I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.
- (b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.

- (c) <u>Budget Reductions</u>. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.
- (d) <u>Subsequent Increase.</u> In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.
- 2. Payment of Grant Funds. Grantor shall disburse the Grant Funds on a reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. The payment of the requests for reimbursement shall be based upon 50% reimbursement of the actual eligible Project costs. Travel expenses will not be costs eligible for reimbursement with Grant Funds. Grantor shall be the sole judge of the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a reimbursement request.
- 3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

#### 4. Agreement Deadlines and Term.

- (a) <u>Project Completion</u>. Grantee shall complete the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.
- (b) <u>Term of Agreement</u>. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the "Term").
- 5. <u>Secondary Goal of the Project.</u> The primary focus of the grant is to complete an eligible roadwork project. In addition, one of the secondary goals is the creation or retention of jobs as a result of the grant. As a result of the Project, it is estimated that 15 full-time jobs will be created and 195 full-time jobs will be retained. Grantee is required to report any job creation or retention in the reports required under Section 7 of this

Agreement, however, job creation will not be used to determine compliance under this Agreement.

#### 6. Non-Discrimination.

- (a) <u>Minority Hiring Goal</u>. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project and in the fulfillment of Grantee's job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.
- (b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

#### 7. Reporting.

- (a) Performance Reports. Grantee shall submit to Grantor an Annual Report in the format required by Grantor (the "Annual Report"). Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project, if required, the number of employees first hired by the company or companies benefiting at the Project Site on or after the Effective Date, the number of employees first employed at the Project Site prior to the Effective Date and retained at the Project Site on or after the Effective Date, the corresponding payroll information for the employees at the Project Site and the Investment to date. Annual Reports shall be submitted by Grantee for each year (or part of a year) during which this Agreement is in effect and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.
- (b) <u>Closeout Report.</u> Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the "Closeout Report") in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Project; (ii) the amount of Grant Funds being returned; (iii) the number of jobs created/retained as a result of the Project; (iv) a summary of the impact the Grant Funds had on the operations of Grantee and/or other business operations nearby; and (ix) any additional information the Grantor may request.
- (c) <u>Signature and Costs</u>. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.
- (d) Remedy. Performance reports are essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Annual Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Annual Report is past due.

#### 8. Records Maintenance and Access.

- (a) <u>Maintenance of Records</u>. Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.
- (b) <u>Inspection and Copying</u>. At any time during normal business hours and upon not less than 24 hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project Site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

#### 9. Adherence to State and Federal Laws and Regulations.

- (a) <u>General</u>. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- (b) Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- (c) <u>Conflict of Interest</u>. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

- (d) <u>Outstanding Liabilities</u>. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.
- (e) <u>Falsification of Information</u>. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).
- (f) Prevailing Wage. Construction of public improvements with public funds is subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State of Ohio under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements applicable to the Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.
- (g) <u>Public Records</u>. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

#### 10. Default and Remedies.

- (a) <u>Default</u>. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a "**Default Notice**") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.
- (b) <u>Remedies</u>. Following a default by Grantee, Grantor may exercise one or more of the following remedies:
  - (i) <u>Discontinue Disbursements</u>. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
  - (ii) <u>Demand Repayment of Grant Funds</u>. If Grantee fails to complete the roadwork portion of the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
  - (iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this

Agreement or applicable law.

- (c) <u>Remedies Cumulative</u>. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.
- (e) <u>Effects of Termination</u>. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.
- (f) <u>Grantor's Expenses</u>. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.
- 11. <u>Liability</u>. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 12. <u>Certification of Funds</u>. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
- 13. <u>Notice</u>. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Ohio Development Services Agency
77 South High Street, 28th Floor
P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Grants Manager

If to Grantee:
To the Grantee Contact and address as set forth on page one of this Agreement.

With a copy to the Chief Legal Counsel, ODSA

#### 14. Miscellaneous.

- (a) <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) <u>Entire Agreement</u>. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) <u>Amendments</u>. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) <u>Forbearance Not a Waiver</u>. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) <u>Pronouns</u>. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) <u>Headings</u>. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) <u>Assignment</u>. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not

be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

- (j) <u>Binding Effect</u>. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- (k) <u>Survival</u>. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (1) <u>Permissible Expenses</u>. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule) and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- (m) <u>Grantor's Authorized Representative</u>. Grantor's Authorized Representative shall be the Director of the Ohio Development Services Agency or such individual authorized by the Director in writing.

<u>Signature</u>: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:	Grantor:
Colerain Township	State of Ohio Development Services Agency
	David Goodman Director Ohio Development Services Agency
Ву:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

#### **EXHIBIT I**

#### Scope of Work

#### Colerain Township

On April 9, 2018, the State Controlling Board approved the Ohio Development Services Agency's (ODSA) request to release \$399,500 from fund 4W00, line item 195629, Roadwork Development Grant, for FY18, for Colerain Township, for costs associated with the completion of public roadwork improvements in support of Rumpke Consolidated Companies, Inc. in Colerain Township, Hamilton County. The Ohio Development Services Agency is prepared to offer a grant from the Roadwork Development (629) Account for up to \$399,500, covering approximately 50 percent of the total eligible roadwork costs.

The primary focus of the grant is to complete an eligible roadwork project. In addition, one of the secondary goals is the creation or retention of jobs. As a result of the project and State assistance provided, 15 new, full-time-equivalent jobs will be created, and 195 jobs will be retained.

In order to support the Rumpke Consolidated Companies, Inc. project, roadwork will consist of construction of a new intersection at US-27 and Generation Drive to include new, lengthened through and turn lanes. Additional roadwork includes improvements to Struble Road at the New Generation Drive intersection and westward, which will include new, lengthened turn lanes and surface or full depth road rehabilitation. Improvements also include technological upgrades for two existing US-27 signals adjacent to new US-27 at the Generation Drive intersection.

Roadwork Improvement Cost	\$1,171,637
Total Eligible Roadwork Improvement Costs	\$798,844
Roadwork Development Assistance	\$399,500

# JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND COLERAIN TOWNSHIP

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and, Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251 (hereinafter referred to as the TOWNSHIP).

#### 1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 The TOWNSHIP will construct, or authorize construction of, improvements to US-27, Struble Rd. and Generation Dr. and associated intersections including add lanes, lengthen existing lanes, surface and full-depth road rehabilitation, new signalization, existing signal upgrades, pedestrian safety crosswalks and associated road drainage improvements (hereinafter referred to as the PROJECT).
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program ("JCED") funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- 1.5 The TOWNSHIP shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

#### 2. <u>FUNDING AND PAYMENT</u>

2.1 The total cost for the PROJECT is estimated to be \$3,119,000 as set forth below. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.

ODOT JCED Funds – SAC 4JC7	100,500
	100,000
Township TIF Share	1,500,000
ODSA 629	399,500
Private/Other	1,119,000
TOTAL	3,119,000

- 2.2 Funds provided by ODOT shall not exceed \$100,500 or 3.3 percent of the total project cost, whichever is the lesser amount. The TOWNSHIP shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and TOWNSHIP claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The TOWNSHIP shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.4 The TOWNSHIP shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The TOWNSHIP must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The TOWNSHIP may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is December 31, 2018. The TOWNSHIP may ask for an extension of this agreement before December 1, 2018 if adequate funds have been appropriated.
- 2.5 Reimbursement to the TOWNSHIP shall be submitted to:

Colerain Township Dan Meloy, Administrator 4200 Springdale Road Colerain Township, OH 45251 513-923-5000

#### 3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The TOWNSHIP is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- Any right, claim, interest, and/or right of action, whether contingent or vested, of the TOWNSHIP, arising out of or related to any contract entered into by the TOWNSHIP for the work to be performed by the TOWNSHIP on this PROJECT is the responsibility of the TOWNSHIP. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

#### 4. <u>CERTIFICATION AND RECAPTURE OF FUNDS</u>

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the TOWNSHIP shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

#### 5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 5.2 The TOWNSHIP hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the TOWNSHIP's obligations made or agreed to herein.
- 6. NOTICE
- 6.1 Notice under this Agreement shall be directed as follows:

If to the TOWNSHIP:

Dan Meloy, Administrator Colerain Township 4200 Springdale Road Colerain Township, OH 45251 513-923-5000 dmeloy@colerain.org

If to ODOT:

Melissa Taylor, Regional Manager Division of Jobs & Commerce Ohio Department of Transportation MAIL STOP 3290 1980 W. Broad St. Columbus, OH 43223 513-260-5189 Melissa.taylor@dot.ohio.gov

#### 7. FEDERAL REQUIREMENTS

During the performance of this Agreement, the TOWNSHIP, for itself, its assignees, and successors in interest agrees as follows:

- 7.1 The TOWNSHIP will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 7.2 The TOWNSHIP agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The TOWNSHIP will, in all solicitations or advertisements for employees placed by or on behalf of the TOWNSHIP, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).
- 7.3 Compliance with Regulations: The TOWNSHIP (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- Nondiscrimination: The TOWNSHIP, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of the TOWNSHIP, including procurements of materials and leases of equipment. The TOWNSHIP will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.5 Solicitations for the TOWNSHIP, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the TOWNSHIP for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the TOWNSHIP of the TOWNSHIP's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.
- 7.6 Information and Reports: The TOWNSHIP will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the TOWNSHIP will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 7.7 Sanctions for Noncompliance: In the event of the TOWNSHIP's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the TOWNSHIP under the Agreement until the TOWNSHIP complies, and/or
  - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- Incorporation of Provisions: The TOWNSHIP will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The TOWNSHIP will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the TOWNSHIP becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the TOWNSHIP may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the TOWNSHIP may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the TOWNSHIP, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and TOWNSHIP (or other)s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)

#### 8. GENERAL PROVISIONS

- 8.1 Record Retention: The TOWNSHIP when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the TOWNSHIP's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 8.2 Ohio Ethics Laws: The TOWNSHIP agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.3 Governing Law: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the TOWNSHIP hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising

- out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 8.4 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.5 Merger and Modification: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.6 Severability: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The TOWNSHIP acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the TOWNSHIP and monitoring by Grantor of the results of the award of Grant Funds.
- 8.8 Signatures: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

OR AUTHORIZED REPRESENTATIVE	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION			
Ву:	By:			
Title:	Jerry Wray Director			
Date:	Date:			

COLERAIN TOWNSHIP



### **MEMORANDUM**

DATE:

MAY 29, 2018

TO:

**BOARD OF TRUSTEES** 

FROM:

GEOFF MILZ | ADMINISTRATOR

SUBJECT:

2018 TRANSPARENCY INITIATIVE

#### **Executive Summary**

Transparency was a major theme of the 2017 elections. I have discussed the issue of transparency with each of you and am keenly aware of the desire that each of you has to provide the most transparent local government possible. I share your desire. I am proud of the work that our employees do and the decisions that they make each day to improve the quality of life for those in Colerain Township. I want everyone to know the work that they do and the impact they make. I want our departments to be accountable to themselves, to me, to you and our residents. For these reasons, it is my pleasure to be able to present this 2018 Transparency Initiative for your consideration.

As I see it, transparency in government has two critical components: access and communication. Citizens must have access to public information and that information must be communicated clearly by our government to our citizens. I believe we have four important areas of opportunity to improve transparency in our organization: the budget, operational performance, agendas and minutes, and our website.

In these areas, I propose the following 6 recommendations to improve transparency:

- 1. Establish a Financial Advisory Committee
- 2. Develop Budget Book
- 3. Modernize Budgetary Process
- 4. Improve the Use and Communication of Operational Data
- 5. Improve the Township's Website
- 6. Modernize the Creation and Distribution of Agendas and Minutes

All six of these recommendations could be implemented for under \$67,000 in Year 1 and \$43,000 annually. These items were budgeted for and would not require an increase in appropriations.

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251 gmilz@colerain.org • www.colerain.org Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Greg Insco, Raj Rajagopal, Daniel Unger

Fiscal Officer: Heather E. Harlow Administrator: Geoff Milz



#### Transparency in The Budget

Transparency Initiative Recommendation #1: Establish a Financial Advisory Committee A committee of community leaders with a background in finance could be established to make recommendations for improved fiscal policies for the township. If the trustees approve this recommendation, staff would work to develop a mission and bylaws for the committee to ensure that a Financial Advisory Committee would be established to provide maximum benefit to the township.

#### Transparency Initiative Recommendation #2: Develop Budget Book

The Township's budget is more than just appropriations of money. It is a statement of our values and priorities. It is a policy guide and an operational guide as well as a financial guide and communications tool. This year it is my intention to develop a budget book that serves these four purposes. It will be a document that clearly communicates the priorities of the township and the resources that are allocated to those priorities.

Transparency Initiative Recommendation #3: Modernize Budgetary Process

Currently, we use a complex excel spreadsheet to model and refine our \$40M budget. While this has worked in the past, the intensive nature of maintaining the spreadsheet with thousands of interconnected cells makes this model prone to user error and time-intensive to maintain. Further, in order to maintain its integrity, only one user can be working with it. Our budget process should be inclusive and modern and should result in a budget book that we can use throughout the year as a touchstone.

Our team has evaluated two separate budgeting software products: OpenGov and Accela/Springbrook. We recommend selecting OpenGov for three reasons. First, it plugs seamlessly into OpenCheckbook which the township currently uses. Second, it has the functionality needed to produce a collaborative budget process between and amongst the department heads and administration. Finally, the price for the functionality represents the best value.

The cost to implement this initiative is \$11,750 per year when bundled with operational performance dashboard plus \$12,150 in the first year for set up.

#### Transparency in Operational Performance

### Transparency Initiative Recommendation #4: Improve the Use and Communication of Operational Data

All citizens deserve to know how well their government is performing. I am proud of the work that our employees do and believe that communicating our work to citizens via data dashboards that are easy to understand and access would improve transparency in government significantly.

I propose moving to an even more proactive disclosure model than we currently have with our eGov document library, which can be found right now at

https://www.egovlink.com/colerain/docs/menu/home.asp. As the Sunlight Foundation says, "Most government information disclosure laws and systems currently in place, including right-to-know, freedom of information and public records laws, are vehicles for reactive disclosure. Reactive disclosure means that a question has to be asked before an answer is given and that public

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251 gmilz@colerain.org • www.colerain.org
Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Greg Insco, Raj Rajagopal, Daniel Unger

Fiscal Officer: Heather E. Harlow Administrator: Geoff Milz



information must be requested before it is disclosed. Proactive disclosure is the opposite. Proactive disclosure is the release of public information before an individual requests it. In the 21st century that means proactively putting new information online, where people are looking for it."

In addition to improved transparency, this recommendation would improve our operations. Central to my management philosophy is that decisions should be based on data. We currently collect a great deal of data and it is used by the leadership of each department to inform their decisions. Unfortunately, these data are housed in separate spreadsheets within each department. Collecting these data and displaying them in an easy to read dashboard format will help us manage to the data, improving operations while providing the public with near-realtime information on key indicators of the Townships performance such as: response times, crime statistics, spending and vendor information, code enforcement activity, vacant and foreclosed activity, etc. An operational dashboard that is available on our website would help communicate the activities of the township to our residents and business owners increasing the transparency of our operations.

The cost to implement this recommendation is \$11,750 per year when bundled with budget and planning plus \$9,150 in the first year for set up.

#### **Transparency Through Improved Website Communications**

Transparency Initiative Recommendation #5: Improve the Township's Website

The Township's website is the front door through which most citizens interact with their government. Our website is dated, difficult to update and lacks the functionality that many modern governmental websites have. Our team has evaluated three webdesign vendors and determined that CivicPlus is the recommended vendor. CivicPlus is a vendor that specializes in governmental websites, having designed and developed them for over 20 years. The new website would also be ADA compliant. The CivicPlus website could replace several software licenses that we currently use but would not need with a new CivicPlus website.

The improved website would include an easier to update and access calendar, news flash, form center, FAQ section, staff directory, document center, and reservation system for our shelters and community center halls. Further it would allow residents to pay online for all fees associated with rentals or permits.

The cost of the improved website is \$12,500 per year plus \$3,000 initially for the procurement of current videos and photographs of the township to include in the new website.

#### Transparency of Meetings: Agenda and Minutes

Transparency Initiative Recommendation #6: Modernize the Creation and Distribution of Agendas and Minutes

We currently create and distribute our agendas manually. Transitioning to an automated agenda management system will save more than the price of the software in labor costs, allowing our employees to focus on their core function and spend less time on the preparation of the agenda. It will also ensure that all critical employees are able to review each agenda item for accuracy, compliance with the law and adopted budget before it is publicly released.

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251 gmilz@colerain.org • www.colerain.org Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Greg Insco, Raj Rajagopal, Daniel Unger

Fiscal Officer: Heather E. Harlow Administrator: Geoff Milz



Further, the recommended approach would greatly simplify the preparation of minutes. It would allow for keyword searches of our minutes so residents could quickly and easily find the portion of the minutes they are looking for.

Our staff vetted three vendors, CivicPlus, Revize and Accela and recommend selecting CivicPlus because of its functionality, ease of use and continuity with the CivicPlus website recommendation.

The cost to implement this recommendation is \$6,644 per year.

#### Conclusion

Improving transparency was a top priority for each of you. By implementing these six recommendations, we will improve transparency in our budget process, our operational performance, our meetings and the tool with which we communicate most with our residents – our website.

In the pages that follow you will find proposals provided by the recommended vendors which I've included to give you more information about each solution. I intend to place the 2018 Transparency Initiative on the June 12<sup>th</sup> agenda for your consideration.

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251 gmilz@colerain.org • www.colerain.org Phone (513) 385-7500 • Fax (513) 245-6503

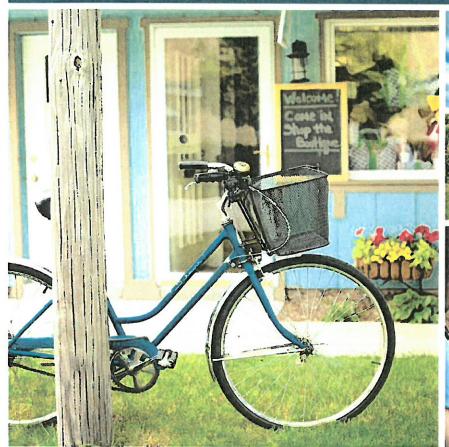
Trustees: Greg Insco, Raj Rajagopal, Daniel Unger

Fiscal Officer: Heather E. Harlow Administrator: Geoff Milz



# Colerain Township, Ohio

Website Redesign Services











Presented by: Luis Martinez, Regional Sales Manager

CP CIVICPLUS®

THE Integrated Technology Platform for Local Government

March 16, 2018

302 South 4th Street, Suite 500 Manhattan, Kansas 66502

Geoff Milz Township Administrator 4200 Springdale Road Colerain Township, Ohio 45251

Re: Website Redesign Services

Dear Geoff:

Today's society expects instant access to news, answers, and communication. In today's virtual world, making your government work better can be a challenge when you don't have the tools and resources to get the job done right. So how do you meet these ever-increasing expectations with already-constrained resources? As your partner, that's where CivicPlus can help.

We are passionate about our mission to help make local government better. You won't simply be getting a website. You'll obtain the tools to build a trusted and long-term relationship between you and your citizens. Collaborating with you throughout the process ensures we deliver the right solution, housed within a sophisticated and custom design that captures the culture of your community.

Colerain is unique with your own set of values and goals. You won't get a cookie-cutter website-your solution will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

- One-of-a-kind design that captures your community's unique qualities, achieved by working with you until you are completely satisfied with the design concept
- 40+ modules with all of the features and functionality you need that have been tried and tested by CivicPlus clients for over 20 years
- Guaranteed redesign after only 48 months of service to keep your website fresh and innovative
- Hands-on existing content migration by our team of experts to ensure the content you present is optimized, relevant, and accessible to all
- 24/7/365 support with secure hosting and maintenance to keep your investment safe and current
- 100% satisfaction with your new website

Your new site will be developed on the most robust and flexible content management system available. Our CivicEngage CMS is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your citizens and staff in more efficient ways. Easier for you, easier for them.

CivicPlus will deliver a website that conveys your look (through a custom design), enables effective communication (with Notify Me), and encourages engagement for all visitors (WCAG 2.0 Level A & AA accessibility standards). Even more convenient features and functionalities are built in to CivicEngage and CivicPlus websites to enhance your web presence.



We encourage you to contact the references included and discover what their experiences are working with CivicPlus. A Colerain and CivicPlus partnership will save you time and money with a website for your community to find what they need, when they need it.

Sincerely,

Lu Re

Luis Martinez
Regional Sales Manager
martinez@civicplus.com
785-370-2520

### **Table of Contents**

CP CIVICPLUS

CD CIVICPLUS

CP CIVICPLUS

CP CIVICPLUS

CP CIVICPLUS

CP CIVICPLUS

CD CIVICPLUS

CD CIVICPLUS

CP CIVICPLUS

CP CIVICPLUS

CP CIVICPLUS

1 Project Approach Summary

4 CivicPlus Company Overview

9 Experience & References

12 CivicEngage CMS

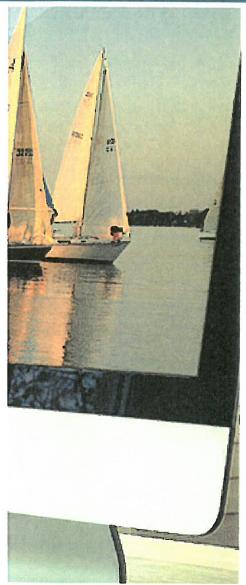
18 Project Timeline/Development

24 Support, Hosting & Security

27 Proposed Investment Estimate



# Project Approach Summary



Colerain's proactive vision to develop a user-friendly, self-service government web environment for its community and employees is commendable. You should have complete confidence that the firm you choose to achieve your vision and create your website is the right choice. Becoming your strategic, trusted partner is paramount to the professionals at CivicPlus.

Although you currently have a capable web presence, it's time for a new look with better functionality. CivicPlus will help you re-envision, re-new, and re-invigorate your website. Working closely with you, we will assist in designing a new look, updated usability, accessibility, and quality for the delivery and exchange of information for your audience.

# Approach Summary

# We propose the following approach to help you meet your goals:

Easy-to-Use CMS

Our CivicEngage Content Management System (CMS) is developed specifically for local government with unique functionality to streamline your processes and offer self-service options to reduce call volumes and walk-ins for common requests.

CivicEngage will empower your staff to update your website content easily and often with robust, straightforward editing tools and permission-based access.

Secure Hosting, Cloud-Based Access Provide peace of mind for your staff and community that your site is in good hands. Our solution is supported by an enterprise-level hosting environment with vigilant 24/7/365 monitoring and continual system updating. We guarantee a 99.9% uptime for your website (excluding maintenance). No need to log into a network - access can be achieved anywhere from nearly any device.

24/7/365 Support

Our helpful in-house support team is available via telephone, email and live chat to ensure your complete and ongoing satisfaction with our products and service.

SSL Certificate

Protect your new site and your online community's information through encryption of sensitive data and identity verification with an SSL Certificate.

Custom Data Driven Design Our experienced designers will work with you until you are 100% satisfied to create a custom, impactful design that will reflect your unique story. Utilizing relevant data to drive decisions, especially those that increase user experience, is at the core of our process. Among other data driven tools, heat mapping and website analytics may be utilized.

Fully Responsive

Support citizens on the go with abundant online resources accessible from their mobile phone or tablet. With responsive web design throughout, the content on your site will automatically adjust to the screen size of any device. For our mobile web clients, we design mobile first to ensure it is responsive!

MobileAdmin App

This convenient app provides you with ultimate flexibility. You can share important information anywhere at anytime by securely adding, modifying, and approving categories and items for CivicEngage's module Alert Center. You can also upgrade to access communication modules News Flash, Calendar, and Citizen Request Tracker for even more on-the-go updates and modification functionality.

Content Migration & Optimization

One of our Content Development teams will manually migrate text, documents, and images from your current site to your new CivicPlus site - saving your staff hours of effort, ensuring consistency, accessibility, and that your information is easier to access and navigate.

WCAG and Section 508 Compliance

Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508 and WCAG Level A & AA. We will make recommendations on best practices for keeping your content accessible and available for all users

Dedicated Project Team

A specialized team of experts will assist you throughout the development process including a project manager, an art director, content developers and a trainer/consultant.

Customized Training

Through three (3) days of interactive web-based instruction, our trainers will ensure your staff gains the confidence to effectively and easily maintain your new website with our WYSIWYG live editing tools and intuitive user interface.

**Design Essentials** 

These design tools within CivicEngage allow your staff to build, modify, and manage your website's look and feel within the design and structure parameters of your website.

Guaranteed Redesign At the end of your fourth year of continuous service with us, you're eligible to receive a basic website redesign with no further out-of-pocket expense. Your website stays current and doesn't need to be rebuilt from the ground up.



After partnering with CivicPlus, Portland, Michigan was able to connect and engage their community better through their innovative, mobile, secure and interactive site.

# CivicPlus Company Overview



20 +

20+ years of experience with a focus to help local governments 250 +

250+ employees, many who have experience in local government organizations

2,500+

More than 2,500 local government clients across Canada and the U.S.

60k+

Over 60,000 internal admin users

60M+

More than 60 million online visitors (and counting!)

### CivicPlus

CivicPlus' team of over 250 professionals develop and deliver superior local government web technology, human resources efficiency, parks & recreation management functionality and mass notification solutions for our clients.

CivicPlus is the integrated technology platform for local government, working with over 2,500 local governments including municipalities, counties, and municipal departments. CivicPlus' focus to help local governments work better and engage their citizens through their web environment began in 1994 in Manhattan, Kansas by the owner, Ward Morgan. CivicPlus became a Kansas Corporation in 1998 and is still headquartered in this vibrant university town. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and



secure hosting has been instrumental in making us a world leader in government web technology.

We've steadily grown over the last 20+ years and have honed our skills working with municipal organizations across the US and Canada - helping them streamline their daily work and better inform and connect their communities.

We believe in the goals our clients are seeking to achieve, and we work alongside them to do our part to help. These partnerships have provided great insight into how their web environments need to work and how we can help them find the right solutions to meet those needs. That help means:

- Guiding with unparalleled consulting and training and facilitating stakeholder buy-in
- Supporting with exceptional client service before, during and after launch
- Protecting with industry-leading 24/7 security, support and service, and
- Learning with continual client contact to better ourselves and our products

Ultimately, CivicPlus is a company that's about amazing people doing amazing things. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, their 60,000+ internal users and the 60 million online visitors (and counting!).

We consider it a privilege to partner with our clients and provide them with a solution that will serve their needs today and well into the future.

#### Our Promise To You

We will deliver a high-caliber, responsive web presence that reflects your vision in design, features, and functionality. The CivicEngage premium solution is simple-to-use, yet flexible and powerful – with intuitive navigation for your citizens and an intuitive administration for your staff. True live editing and training is included so your staff can be efficient on day one, and we'll continue to support you after launch. Your system will be secure and continuously updated, as our experts develop further cutting-edge solutions designed specifically for local government.

### CivicPlus Communities / Recognition





7-time Inc. 5000 Honoree



www.govtech.com/100

### Project Team

From project management to design and development to training and support, a dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project development and beyond.



#### Adam Block - Manager of Project Administration

Adam leads our project management team. This team oversees inter-departmental and client interactions assuring that your project will be developed in a timely manner by professional website experts.

Education BS Business Administration Management **Economics** 

Resume Lead Project Manager Financial Services

5+ Years of Experience Project Management **Business Management** Team Building Customer Service



#### Zach Myers - Lead Graphic Designer

The team of designers, developers and art directors partner with the team project manager in designing and creating our websites. He will coordinate the creative approach with a dedicated senior art director to assist the project manager in the visual direction of your project. Our creative services staff, all with Bachelor of Fine Arts degrees, are responsible for each website overview and uniqueness of design and will work with you until it achieves your vision.

Education Bachelors of Fine Arts Graphic Design

Resume Lead Senior Designer Design & Development 7+ Years of Experience Branding Illustration Visual & Web Design



#### Barney Barnett - Manager of Implementation Resource Team

Our expert content developers' goal is to migrate and arrange content for usability that exceeds the expectations of citizens and local government. Barney's content development team strives to deliver a website on schedule that is easily understood, ADA compliant for Section 508 and WCAG Level A & AA, which can be efficiently maintained.

Education BA in Anthropology and Creative Writing

Resume Operations Manager Coursework in Business, Editing, Assistant Manager of Membership

10+ Years of Experience Customer Service Operations Team Building Leadership Coaching Systems Support



#### Jim Flynn - Director of Information Security and Infrastructure

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. He coordinates and manages our in-house experts on the technical aspects of your project. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

**BA** Computer Information Systems

Chief Systems Architect Information Technology Director Software Engineer

18+ Years of Experience Cyber Security Network Infrastructure System and Software Architecture



#### Jim Steffensmeier – Manager of Training and Consulting

From consulting services to content development to technical specifications, our consulting and training department will assist you in developing the right message in the right way by the right team. He will coordinate his team of professionals to deliver the consulting and training services you need to achieve success. All Trainers and Consultants on Jim's team have UI/UX certifications to ensure they deliver the best experience for our end users.

MA in Education/Adult Education Training & Training Consulting BS in Psychology

10+ Years of Experience Customer Service Best Practices & Website Optimization US Army Veteran



#### Sumre Amerin - Manager of Account Management

Upon launch of your website to the public, Sumre will assign an account manager to your account. Your dedicated account manager is a specialized team member that will ensure you stay current on CivicPlus solutions. This individual is your main point of contact and will partner with you to create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

Education BS in Integrated Services Performance Management Consultant Sales Manager

5+ Years of Experience Leadership Customer Service Project Management Process Improvement



#### Constance Huseth - Manager of Client Support

Constance Huseth manages the technical support team for all CivicPlus products. Upon launch of your new CivicPlus website, any technical questions or issues you may encounter may be reported to your CivicPlus Technical Support Team. This specialized team operates on a 3 tier, product specific, escalation process to report technical issues to the products development team and works handin-hand with our Help Center to continually improve online assistance content and best practices

Education BA English, Communication

Resume Technical Support Specialist Documentation and Communications Manager

5+ Years of Experience **Technical Support Business Management** Team Building Customer Service

### Company & Contact Information

#### **Contact Information**

785-370-2520

Company Website www.CivicPlus.com

### Legal Name

**Primary Office** 302 S. 4th Street, Suite 500

Manhattan, KS 66502 Toll Free: 888-228-2233 Fax: 785-587-8951

### **Company Founder**

and Chairman of the

Incorporated in State of Kansas

Date Incorporated

#### Purchasing Vehicles

GSA Contract #: GS-35F-0124U TIPS/TAPS Contract # 2092613zz

Interlocal Purchasing

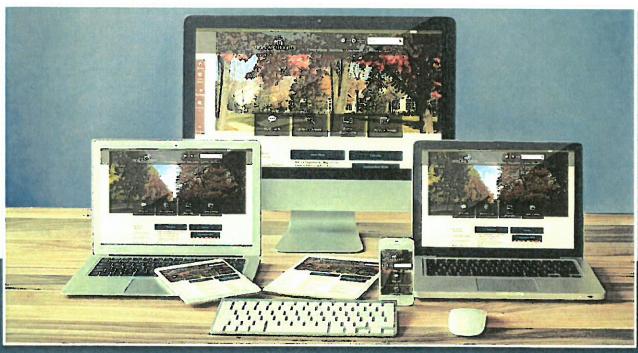
# Experience & References



We have assisted more than 2,500 clients throughout the United States and Canada with the design, implementation and hosting of new, engaging, innovative and functional websites. Included are just a few examples of relevant sites, similar in scope, which we have designed.

But don't take our word for the success of these sites. Contact our clients and let them tell you about their experiences working with CivicPlus. Want to see more? Just let us know...we have about 2,500 we can share with you!

### Client References



HIGHLAND HEIGHTS, OHIO www.highlandhts.com

Marlene Kole, Executive Assistant 440-461-2440 | mkole@highlandhts.com



GALION, OHIO

www.ci.galion.oh.us

Thomas Palmer, Administrative Officer 419-468-1823 | thomaspalmer@ci.galion.oh.us



MAYFIELD HEIGHTS, OHIO

www.mayfieldheights.org

Renee Augustine, Assistant to the Mayor 440-442-2626 | reneeaugustine@mayfieldheights.org

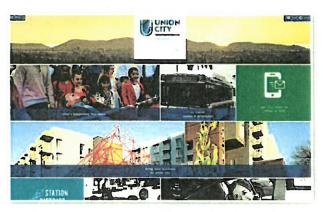
## Premium Design Portfolio

The included design portfolio will provide you an idea of the different directions we can take your creative design on a Premium site. Please note that not all parties listed have agreed to be contacted for reference.



Oak Hill, Tennessee

www.oakhilltn.us



Union City, California

www.unioncity.org



Carrboro, North Carolina

www.townofcarrboro.org



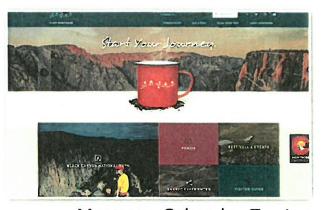
Rio Rancho, New Mexico

www.rrnm.gov



Wadsworth, Ohio

www.wadsworthcity.com



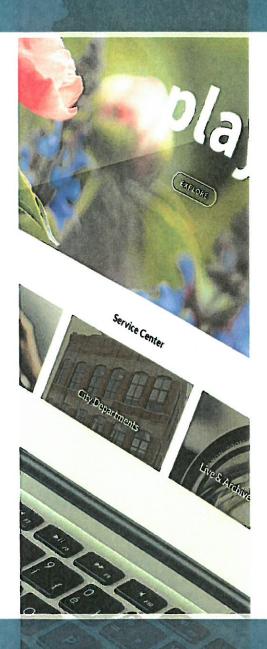
Montrose, Colorado - Tourism

www.visitmontrose.com



# CivicEngage CMS

# Content Management System



The CivicEngage CMS is a robust and flexible CMS that has all of the features and functionality you need today and in the future.

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website with ease. The CivicPlus content management system, CivicEngage, utilizes Microsoft SQL Server, C# MVC, HTML5, AngularJS and CSS3 for web development.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.



Activities - Create activities and accept registrations while integrating with other CMS modules.

Agenda Center – Create and display agendas and minutes for various civic organizations.

Alert Center – Post emergency or important information on your website to notify citizens via email and SMS.

**Archive Center** – Store and retrieve agendas, minutes, newsletters and other data-driven documents.

Bid Postings – Post your bids with this easy-to-use tool

Blog – Post opinions/information about various community topics and allow citizen comments and subscriptions.

Business / Resource Directory – List municipal contact information and community resources.

Calendar - Create multiple calendars and events to inform citizens of upcoming activities.

Carousel Widget – Present more impactful information with easier navigation in a single page element that can hold up to 10 clickable rotating groups of 1-3 widgets.

Citizen Request Tracker™ – Allow users to report a problem and provide follow-up communication with the point of contact.

Community Voice™ – Interact with citizens about projects in your community.

Document Center - Organize and house documents in one central location.

ePayment – Allow customers to have the ability to process payment transactions via the website.

Facilities & Reservations – Showcase community facilities and allow reservations online.

Form Center – Create custom online forms that can be completed and submitted online.

Frequently Asked Questions (FAQs) – Answer the most frequently asked questions from your visitors.

Job Postings – Post available jobs online and accept online applications.

My Dashboard – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.

Notify Me<sup>TM</sup> – Send out mass emails and SMS to subscribers of specific lists. (Includes 500 SMS subscribers)

News Flash – Post organizational news items, right on your home page, that are important to your citizens.

Opinion Poll – Interact with your site visitors by posting various questions and polls.

Photo Gallery - Store and display photos.

Quick Links – Place links on any page using your WYSIWYG editor that let your visitors find what they need quickly.

Spotlight (Advanced widget) – Highlight important text or widgets in a compact, easy-to-update tool.

**Staff Directory** – Share detailed contact information for your staff and offices.

# Social Networking

CivicPlus can sync your website to your Facebook and Twitter profiles to automatically publish news, notices, and calendar events from one central location. Other social networking sites (such as LinkedIn, YouTube, Pinterest, etc.) can have feeds displayed on any page of your site and can be featured on your website with links to your profiles.

# Administrative Features

Live Edit – Quickly edit directly on the front-end with point-click-edit access to information. See where your information will be posted before you commit to any changes.

Browser Based – No installation of software needed! Update the site from an internet connection and any platform (Mac or PC).

Pending Approval Items – Direct access to a queue of pending items to be published or reviewed by the administrator upon login.

Predictive Site Search and Search Log – Powerful site search automatically indexes all content making it easy for visitors to find information. All search words are kept in a log, allowing you to update highly searched information and feature key items.

Automatic Alt Tags – Built-in features ensure your site is Section 508 compliant.

Content Creation – Easily add new content, edit old content, and keep page layout consistent through use of our What You See Is What You Get (WYSIWYG) editor.

Content Scheduling – Any material in the system can auto-publish and auto-expire.

Content Versioning – An archive of all published content to review and access previous versions.

Dynamic Page Components – Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website.

Dynamic Breadcrumbs and Site Map – Dynamic Breadcrumbs are automatically generated and used to show a visitor's location within the site. A dynamically generated site map automatically updates to reflect your new navigation if changes are made.

ePayments / eCommerce Integration – Process payment transactions via the website. Additional processing transaction and merchant account fees will apply.

History Log – Track changes made to your website including items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.

Intranet – Use permissions to set a secure location on your website to allow employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.

Maps – Maps can be developed simply by using our native Image Map Editor to create different link areas. Easily embed maps from Google, ESRI, and more using the HTML widget.

**Mega Menu** – A main navigation menu is makes it easy to get to any page on your site with a single click.

MobileAdmin App – A separate app to update your admin functions (Alert Center included - upgrade to NewsFlash, Calendar, and CRT) from any location using your tablet or phone.

Printer Friendly – Separates critical content from the site template to provide a clean print without menu structure and banner information included.

RSS Feeds – Real Simple Syndication (RSS) allows patrons to sign up to receive email notifications.

Supported Browsers – CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari and Chrome.

Translation – Integration with Google Translate translates web pages into over 100 languages.

Website Statistics – Piwik Analytics provides web statistics for analysis.

# Application Programming Interfaces (APIs)

We know that each municipality has unique needs and develops individualized solutions through software, data integrations and custom programming to meet those needs. We help you to bring these pieces together in a single location. We continue to improve and evolve our CMS to make integrations with our CivicEngage CMS and disparate applications as straightforward as possible. It's this "open architecture" approach that allows your IT staff and programmers to spend time creating applications and systems that are specific to your community's needs using the site itself as a sturdy platform on which to build.

- APIs: CivicPlus offers integration via SOAP and REST APIs. Our APIs are available within the CivicEngage system, which allow your IT staff and developers to build community-specific applications right from your website. Enabling communication between your CivicPlus software and third party systems provides the flexibility to leverage the capabilities of both. This information exchange between systems maximizes productivity and efficiency, allowing you to do more with your available resources.
- Integrations: CivicPlus routinely integrates with other software to maximize the efficiency and effectiveness of our platform. Most integrations are embedded tools, allowing you to seamlessly leverage the technology with no additional steps. Common integrations that help local government organizations are our data integrations with ESRI and Google Maps within our emergency management, facilities management, and activities software. Additionally, our clients utilize analytics tracking offered through Piwik or Google Analytics. CivicPlus also utilizes the robust functionality and options available through Zapier to assist with client integrations.

# User Interface

CivicEngage's intuitive interface empowers your staff in more efficient ways. Based on client input and extensive testing, the CivicPlus team has created a clean, crisp updated look-and-feel for the admin-side of CivicEngage. It's sleek and streamlined, designed specifically to make your job easier.

All CivicPlus Trainers and Consultants are UI/UX certified to ensure they deliver the best experience for our clients and their end users.



# ADA Section 508 Compliance

We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. Our focus is to provide a high degree of compliance with WCAG 2.0 A and AA, which maximizes accessibility for all users while providing freedom to create a visually rich and appealing site.

Our approach includes the following steps to ensure you receive a compliant and accessible website:

- Build We build our content and design using the four WCAG principles: Perceivable, Operable, Understandable, and Robust and we guarantee that we deliver you a site that meets ADA (Section 508) and WCAG 2.0 A and AA levels.
- Train Our trainers will use CivicPlus best practices to teach your staff to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Code-Base Updates and Rollouts We ensure that any new regulations that require code changes are done automatically for you and perform code changes quarterly with no additional effort required from you.
- Ongoing Education Our product team closely follows changes in regulations and updates our best practices as well as provide regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

We will deliver a compliant website, and training and provide you some tools to do that will help you maintain compliance after Go Live:

- Accessibility Checklist assists you in reviews of your site's design and content
- Best Practices helps your team take personal responsibility and accountability for your web pages
- Ongoing Scans we think it is a best practice to occasionally scan your site to check ongoing compliance (available for an additional cost)

# Design Essentials

# Experience the flexibility to update your website design.

When it comes to updating your website design, CivicEngage is the most flexible solution. Whether you want to replace a banner, adjust colors, or modify your layout, we make it easy with no HTML or CSS coding needed.



# Build: Create Impactful Web Pages with Tools Anyone on Your Team Can Use

- Design custom landing pages for specific departments to engage citizens
- Develop unique graphic icons for municipal services and support
- Create unique global navigation for custom landing pages

# Modify: Refresh Your CivicEngage Website

- Change your website borders and backgrounds quickly and easily
- Adjust fonts and colors within your site's original color palette throughout your website
- Update static banners to promote important news and events

# Manage: Provide Specific Staff Access To Your Design Tools Anything, Anywhere

- Maintain consistent website design and best practices across your entire site.
- Provide custom design access for specific departments and staff
- Oversee theme and widget modifications with front-end preview

# Project Timeline/ Development



A dedicated project team will assist you throughout our proven development process to ensure your new website achieves your vision of success and delivers you complete satisfaction - guaranteed.

# Typical Project Timeline

Consulting, design, usability guidance, programming, secure hosting and dedicated training - CivicPlus delivers all of this and more during the development of your new website. Exact development timelines can vary due to scope, client availability, milestones set and other factors. To deliver the best possible solution for Colerain's web environment, your project development is estimated at 28+ weeks.

# Average Timeline: 16 - 28 Weeks

Kick-Off Meeting		
Phase 1	~ 4 - 6 Weeks	
Phase 2	~ 3 - 6 Weeks	
Phase 3	~ 3 - 7 Weeks	
Phase 4	~ 4 - 6 Weeks	
Phase 5	~ 4 - 6 Weeks	

# Kick-Off Meeting

During the initial kick-off meeting, you will meet your project manager to establish your project timeline, review the startup kit and discuss the takeaway items that need to be completed. Your project manager will discuss the implications of deadlines and the expectations required to keep the project on track.

# Phase 1: Website Optimization

### **REVIEW NEEDS**

Goal: Review where you are now and discuss where you want to go.

### **DESIGN, CONTENT & FUNCTIONALITY**

Goal: Determine how you want your website to look, feel and function.

### **BEST PRACTICES**

Goal: Outline our CivicPlus content best practices and standards.

# Phase 2: Design Presentation

Based on the results and goals outlined during the Optimization, your project team will collaborate and present the most effective layout for your website, ensuring a responsive structure that's optimized to display in any format – now and in the future.

### RESPONSIVE PROTOTYPE

You'll be presented with a simple, responsive prototype that demonstrates the placement of your navigation and key functionality. This prototype is a rudimentary version of a home and interior page that will act as a blueprint to ensure that design choices translate into effective user experiences. The layout is hosted on a unique web address so it can be viewed on multiple devices and easily shared with key stakeholders.

### **COLOR PALETTE**

A custom color palette is also included with your responsive prototype. It is paired with your layout so that it is easy to envision how colors will enhance the design and engage your users.



Our prototype presentation software allows you to visualize the proposed design and style of your new site and how it will respond on both desktop/tablets and smartphones.

# Phase 3: Production Site Development

Your Project Team will present your layout, functionality and design based on your goals, our recommendations and our combined vision.

### CONTENT DEVELOPMENT

During the Kick-Off Meeting and Phase 1 your staff has the role of updating the content on your current primary site. While you are making design decisions, our content development team will optimize and reorganize your content based on CivicPlus best practices. Content from sites other than the primary site can be migrated to the new primary site for an additional fee.

### **DESIGN REVIEW**

You will have the opportunity to evaluate and collaborate with the Project Team on proposed changes. You can revise your design composition up to the deadline that you and your project manager agree upon during the timeline meeting (the average client requests a total of three). After that deadline, your project's Go Live date will be adjusted. Following design approval and functionality development, we conduct a review to ensure your expectations are met and website best practices are upheld.

### ACCESSIBILITY COMPLIANCE

Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508 and WCAG Level A & AA. We will make recommendations on best practices for keeping your content accessible and available for all users by ensuring that, among other things:

- All menu items are clickable
- Submenus display throughout the site
- Alt tags are used for images
- Site maps are dynamically generated
- Documents and links can be set to open in the same window



# Phase 4: Website Review & Training

Our goal for training is to give your staff the skills and tools they need to quickly and easily keep your website current. Before your site is launched, CivicPlus will provide in-person or online training to equip your staff with the knowledge, tools and comfort level needed to maintain the site's integrity upon Go Live. Your training plan will be customized to the needs and skill levels of your site users and administrators. All training will

sessions will utilize your production site so users are familiar with your new site.

Regardless of technical ability, we will help your staff gain the confidence to effectively maintain your website.

### FEATURES, MODULE & PAGE CREATION TRAINING

During the training for Administrators & Content Contributors, you will receive an understanding of your site's navigation and page layout and how these affect target audiences. We will instruct your staff on creating area-rights and backend features for site administration as well as review all the



modules included with your site. Your staff will learn how to create links, format text and lay out pages for usability and scanability.

CivicPlus training manuals and videos are available for download at no cost from our online resources.

### TYPICAL TRAINING PLAN

Your training plan will be customized to the needs and skill levels of your site users and administrators. All training sessions will utilize your production site so users are familiar with your new site.

Day One typically consists of administrator training in the morning and an introduction for your core group of users in the afternoon. The remaining days will be dedicated to using modules and work sessions. Work sessions are designed to be time for groups to work on their pages and modules as well as to consult with the trainer about their specific areas of the website. During the work session time, individuals who need specific module training on items not covered in earlier sessions can go through those modules. There are also options for training sessions for individual departments.

The final day includes information on department-specific widgets such as Facilities and Activities with Parks and Recreation, Jobs with HR, and Bids with Procurement. The last hour of training will be a wrap up session with System Administrators.

# Phase 5: Go Live

This is an exciting time; it is the last step before your new site launches! Your Project Team will provide you the information you need to prepare your site for Go Live.

### **TESTING AND REVIEW**

You typically have three weeks after training to become familiar with your site. This will allow you to add, create and make adjustments to content on your production site, as well as ensure overall satisfaction with your website. Content changes will display and function the same way before and after your Go Live date.

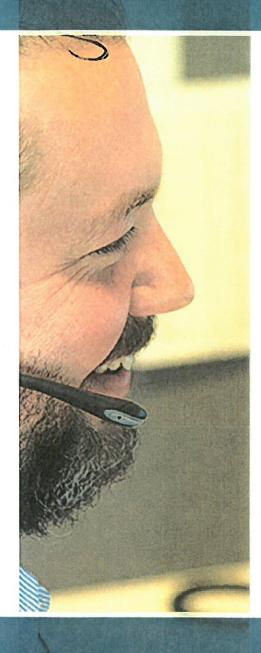
Upon completion of a collaborative final review of the website and a final spelling and links checkup by our Quality Control Team, your domain name is directed to the newly developed website.

# Your Role

We will need your help to create the strongest possible website for your community. We will need you to:

- Assess your current website, and complete functionality and design, web team, and content forms.
- Update the content on your current website and delete any pages you no longer need.
- Gather photos and logos that will be used in the overall branding and design of your new website.
- Provide a list of departments in your organization.
- Provide website statistics from the past 12 months along with a list of pages and downloaded content.
- Provide an outline of your site's current navigational structure.
- Supply a list of all third-party and in-house applications utilized.
- Compile a list of any content on your current site that must be migrated verbatim to your new site.
- Ensure you have the most up-to-date web browsers installed on your organizations computers.





You are now a part of the CivicPlus family and will continue to receive both technical and consultative support from our Support and Account Management team.

CivicPlus will protect your investment and take the hosting and security of your client website seriously.

# Continuing Service & Support

# Around-the-Clock Service & Support

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites.

### **Technical Support**

- Dedicated support personnel available 7 a.m. 7
   p.m. (CST) Monday Friday (excluding holidays)
- 4-hour response during normal hours
- 24/7 emergency support
- CivicPlus Help Center 24/7 access to online training manuals, troubleshooting solutions and the CivicPlus Community

### Maintenance

- Full backups performed daily
- Regularly scheduled upgrades, including fixes and other improvements
- Frequent installation of OS system patches and enhancements
- All updates are tested internally before being installed

# www.civicplus.help - The CivicPlus Help Center

CivicPlus clients and their visitors have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff and your users to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics among members - along with other functional and engaging features and capabilities.

# **Dedicated Account Management**

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon website Go Live, you will have a dedicated member of this team to provide you with further information on how to utilize the tools in your new website. Your account manager will help you keep up on new CivicPlus products and optimize your site.



# Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over \$1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. To help ensure your site is protected at the level you need, CivicPlus' Included Hosting & Security Package is built into Colerain's solution.

Your system is monitored 24/7/365. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance), we've got you covered. If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options that are available to you at the time of event.

# Included Hosting & Security Features

### Bandwidth Data Center Multiple network providers in place Highly reliable data center & secure facility Unlimited bandwidth usage for normal business Managed network infrastructure operations (does not apply in the event of a On-site power backup & generators cyber attack) Multiple telecom/network providers Burst bandwidth - 22 Gb/s ■ Fully redundant network System monitoring - 24/7/365 Hosting Antivirus management & updates Automated CivicEngage software updates Server-class hardware from nationally recognized Server management & monitoring provider Multi-tiered software architecture

### Disaster Recovery

Emergency after-hours support, live agent (24/7)

Server software updates & security patches

Database server updates & security patches

- On-line status monitor by Data Center
- Event notification emails
- 8-hour guaranteed recovery TIME objective (RTO)
- 24-hour guaranteed recovery POINT objective (RPO)

High performance SAN with N+2 reliability

Redundant firewall solutions

- Pre-emptive monitoring for disaster situations
- Multiple, geographically diverse data centers

### **DDoS Mitigation**

- Defined DDoS Attack Process
- Identify attack source and type
- Monitor attack for threshold\* engagement

### DDoS Advanced Security Coverage

Not Included. Additional coverage available at time of event. Additional fees will apply.

\*THRESHOLDS: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

# Proposed Investment Estimate



We will want to talk with you in more detail about your goals, expectations and vision before we finalize your scope so we deliver what you need, when you need it.

# Year 1 Investment Proposal

All quotes are priced per project and presented in US dollars.

Pricing is valid for 60 days from March 16, 2018.

As detailed in the proposal, Colerain's project development includes.

# Website Design, Development & Deployment

- CivicEngage Content Management System
- Migration of up to 200 pages of existing content for URL: www.colerain.org
- Included Hosting and Security Package
- One (1) SSL Certificate for URL: www.colerain.org

# **Professional Consulting Services & Training**

Three (3) Days Web-Based Implementation Training for up to Six (6) Staff Members/Session

Total Investment - Year 1 (Including Annual Services)

\$35,000

# Annual Investment

# Year 2 and Beyond

# Annual Hosting/Maintenance Services (Beginning Year 2)

Receive maximum benefit at minimal cost while protecting your investment. Each year of your contract, you'll receive system enhancements, maintenance and optimization and have full access to our support staff so your site stays up-to-date with our latest features and functionality. Your annual services fee includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, and access to the CivicPlus community. Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond.

Annual Services (Beginning Year 2)

\$5,000

# Redesign Guarantee

At the end of your fourth year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Keep your website fresh, innovative and up-to-date!



# CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Total Investment - Year One expense of your project over the first three (3) years of your contract. Each payment also includes your Annual Hosting/Maintenance Services. Our CivicPlus Advantage payment plan lowers your initial "out of pocket" expenses dramatically.

1st Year CPA Payment\$15,00	3rd Year CPA Payment\$15,00	00
2nd Year CPA Payment\$15,00	4th Year Annual\$5,2 (annual + 5% technology fee)	50



- C) CIVICPLUS
- CP CIVICPLUS
- CP CIVICPLUS
- CP CIVICPLUS
- CP CIVICPLUS
- C) CIVICPLUS
- CD CIVICPLUS
- CP CIVICPLUS
- CP CIVICPLUS
- C) CIVICPLUS
- CP CIVICPLUS
- CD CIVICPLUS

# CIVICPLUS

302 S. 4th Street, Suite 500 Manhattan, KS 66502 888-228-2233 www.civicplus.com

Colerain Township, Ohio Agenda Management System

# CIVICCLERK

Presented by | Luis Martinez, Regional Sales Manager

February 9, 2018

302 South 4th Street, Suite 500 Manhattan, Kansas 66502 888-228-2233

Emily Randolph Accounting and Human Resources Director 4200 Springdale Road Colerain Township, OH 45251

RE: Agenda Management System

Dear Emily:

Saving time, effort and delivering access to important meetings is essential to run an efficient and transparent government office. In today's virtual world, making your government work better can be a challenge if you don't have the tools and resources to get the job done right. So how do you meet the ever-increasing expectations of your staff, government officials and citizens with already-constrained resources? As your partner, that's where CivicPlus and our CivicClerk Agenda Management System (AMS) can help.

Our company is passionate about our mission to help make local government work better. We know we aren't just delivering a one and done software program. We are helping build a trusted and long-term relationship between you and your community through our state-of-the-art technology and process. Collaborating with you throughout the process ensures we deliver the right solution, that will be easy for your staff to maintain and your officials and citizens to access.

The CivicClerk AMS is a robust, flexible and easy-to-use suite of cloud-based tools built specifically for local government that will help you evolve your agenda and meeting minutes to today's standards. You'll be able to inform and empower your citizens and staff in more efficient ways which makes it easier for you and easier for them.

A Colerain Township and CivicPlus partnership will save you time and money and will deliver your office an agenda and meeting system that will grow with you and where your staff, officials and citizens can find what they need, when they need it.

Sincerely,

R

Luis Martinez Regional Sales Manager martinez@civicplus.com 785-370-2520

- CP CIVICPLUS

# Table of Contents

- 1 Introduction
- 5 CivicClerk Overview
- 8 CivicPlus Overview
- 12 Features & Functionality
- 18 Support
- 20 Project Team
- 24 Timeline & Scope of Work
- 28 Pricing

# Introduction

# Executive Summary

Your staff, officials and citizens live in an instant access world, where a wealth of information and knowledge is expected to be available with a few clicks of a mouse. Isn't it time your agendas and minutes were available this easily? Simplify your agenda and minutes process, access information from any device and eliminate endless stacks of paper and time creating physical agenda packets. CivicClerk is ready to provide you with ease of use and robust flexibility when it comes to your agenda and minutes creation and storage. Staff and officials can access the system from any device with a standard browser including computers, tablets and mobile phones.

Our responsive design allows users to view and create agendas, minutes and packets from their desk, laptop or even on the go with a tablet or smartphone. Intuitive navigation provides easy access to all of our features and functionality and even first time users can quickly get started. We will never archive or delete your information, keeping your information available and easy to find. Our CivicClerk AMS solution will provide Colerain Township with the following:

# Agenda Management

- Simplify your entire process with user-friendly interface and agenda creation module
- Create consistent agenda formats
- Add agenda items with a specified deadline
- Eliminate time consuming tasks for staff

# Brown Portal

- Accress to view meeting content past, current and future information
- View comments and discussions from previous meetings
- Access from any device with standard browser, including computers, tablets and mobile phones

# Meretting Minutes

- Create meeting minutes with the built in solution
- View status upolates of each item see if minutes have been completed or are in progress
- Include and view dominants, motions and votes for inclividual items
- Take meeting attendance with the Roll Call feature

# **Public Engagement**

- Provide transparency and open communication for your citizens
- Allow citizens to view and download agendas, minutes and complete packets
- Search keywords and filter to quickly find information
- Ability to share documents or add them to their personal Favorites
- Receive notifications when an agenda or packet is posted

# Why CivicClerk?

### Streamlined and Intuitive

Traditional agenda management systems had (and in many cases still have) dated designs and interfaces making them confusing and clunky to manage. The intuitive and innovative CivicClerk User Interface built in to your CivicClerk AMS solution launched in 2014 and brought a whole new level of streamlined efficiency to the agenda management software industry. As our society and its leaders become more technology savvy, our easy-to-use interface meets their expectations while also catering to those with lesser technology skills.

When our customers move from their older systems, the number one reason for changing products is because staff perceived their old product was too complex and cumbersome to use. CivicClerk delivers a design that is intuitive and provides our clients the ability to get in, input or review the necessary information, and get out. The CivicClerk streamlined and intuitive design automates an existing process for our clients—it doesn't create a new one.

# Continuous Improvement and Depth of Product

CivicClerk has spent the last three years building a scalable and flexible system to compete with the largest competitors in the industry. We never slow down researching development and improvements for our product. CivicClerk has developed a business model of continuous improvement to enhance client experience and meet ever evolving needs.

As one of the most robust systems in the industry, CivicClerk's meeting management system addresses nearly every aspect of the meeting process. We also understand that not every community has the need to utilize the entire system. That's why CivicClerk is designed with modules that can be easily turned on or off based on our clients' current priorities. Clients know that if their priorities change, additional services can be activated with a simple flip of a switch, and they are off and running.

Depth of product is about customization. CivicClerk offers more than 150 site settings that can be turned on or off for each implementation. For our clients, having the ability to turn off unused functions is nearly as important as being able to turn them on when needed. It simplifies the interface and validates that the system can be customized to their unique business processes and needs.

CivicClerk serves municipalities from 5,000 in population to over 1,000,000, so we have developed a pricing model that is designed to serve any size community while respecting their available budgets. We offer a clear path for customers of all sizes to utilize for our product to meet their current needs, knowing they can easily expand their services as their needs grow and evolve. We work with our clients to assist them in developing the right initial functionality in a cost-effective manner. CivicClerk wants to be sure the system our clients purchase is the right fit for them today and will be the right fit for their community as it continues to grow.

# CivicClerk Overview



# CivicClerk Overview

Your officials need instant access to all meeting content so that they can engage in meaningful discussions and to make informed decisions. CivicClerk's software for meetings makes it easy to compile and access all of the necessary documents, data, and paperwork. Eliminate the time wasted searching for paper files, emails, postings and various folders. With CivicClerk, your officials have all of their need-to-know information at their fingertips, so they can hit the ground running at every meeting.

### Eliminate Menial Tasks. Get More Done.

We've been working with meeting preparers for years, so we know how much time it takes to manually create an agenda packet. CivicClerk's meeting software instantly eliminates those tedious manual tasks so you can focus on the important stuff. With our AMS, you can spend less time in front of copy machines and chasing down signatures, and more time serving citizens.

## Empower Staff, Maintain Control

CivicClerk's agenda software focuses on ease-of-use. All processes are consistent, repeatable, and offer an intuitive way to submit items for approval and packet inclusion, all within administrator-set access limits. Deep user security provides each staffer with only the functions they need.

# Deliver Packets to Any Device

Whether your officials prefer to use a desktop, laptop, tablet, Android or iOS phone, by using our meeting management software they will be able to easily access and manage meeting content. CivicClerk's mobile-optimized agenda management software, allows members to access, view, annotate, and comment on packets in the office, at home, or on the go. Have one or two officials that still require paper packets? Our meeting software makes it easy to print paper packets at any time.

# Public Engagement with Meeting Data

CivicClerk supports open government. Our AMS makes transparency and disclosure requirements for meetings an effortless task. All public meeting content is instantly and automatically available once the agenda and packet is published, and email notices are automatically sent. Our powerful system makes it easy to understand key metrics by using our dashboards to track and analyze how the public is utilizing the system.



### Before CivicClerk

Robin Fenwick, City Clerk and her team would spend hours each week compiling the necessary packets, chasing down paperwork that needed to be signed, and handling other aspects of the agenda management process. Robin estimated that dealing with the meeting process required eight or more hours per week. Time that could have been better spent serving the public, not standing in front of the copy machine and working on other mundane tasks.

# City Stats

- Contact: Robin Fenwick, City Clerk
- 57,000 population
- Four Clerk Department staff
- Four Council Members & Mayor
- 18 Boards and Committees
- Over 1000 meetings per year

Product Determination Factors: Technology Integration | Limited Budget | Staff Adoption

### After CivicClerk

After reviewing various agenda management platforms on the market and weighing their pros and cons, Robin chose CivicClerk. She found the platform to be more affordable than the others, without suffering any compromises. In October 2014, Robin tested CivicClerk to manage the process for one meeting. Within three months, all of Port Orange's meetings were being managed through CivicClerk.

Robin was able to secure total City's staff buy-in quickly with the new platform. Why? Because the platform proved to be extremely easy to use and the benefits were immediate and obvious. Robin and her staff save over eight hours of labor per week, documents and forms are easily signed with remote access and their meeting agendas are completed in a more timely fashion. This allows the Clerk Department's staff to better serve their citizens and focus on important strategic initiatives.

# CivicPlus Overview

CP CIVICPLUS

CIVICPLUS

CIVICPLUS

CIVICPLUS

# CivicPlus Overview

## Our Promise To You

We will deliver an Agenda Management System that meets your needs in usability, features, and functionality. The CivicClerk AMS solution is simple-to-use, yet flexible and powerful – with intuitive navigation for your citizens and an intuitive administration for your staff. Your system will be secure and continuously updated, as our experts develop further cutting-edge solutions designed specifically for local government.

20 +

20+ years of experience with a focus to help local governments. 250 +

250+ employees, many who have experience in local government organizations.

2,500+

More than 2,500 local government clients across Canada and the U.S.

60k+

Over 60,000 internal admin users

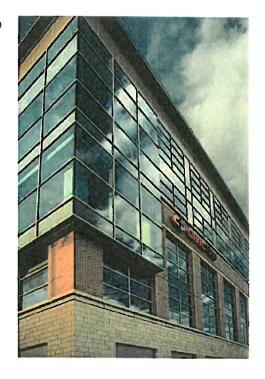
60M+

More than 60 million online visitors (and counting!)

# CivicPlus

CivicPlus' team of over 250 professionals develop and deliver superior local government web technology, agenda/meeting management, human resources efficiency, parks & recreation management and mass notification solutions for our clients.

CivicPlus is the integrated technology platform for local government, working with over 2,500 local governments including municipalities, counties, and municipal departments. CivicPlus' focus to help local governments work better and engage their citizens through their web environment began in 1994 in Manhattan, Kansas by the owner, Ward Morgan. CivicPlus became a Kansas Corporation in 1998 and is still headquartered in this vibrant university town.



Our commitment to deliver the right solutions in development and implementation, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology.

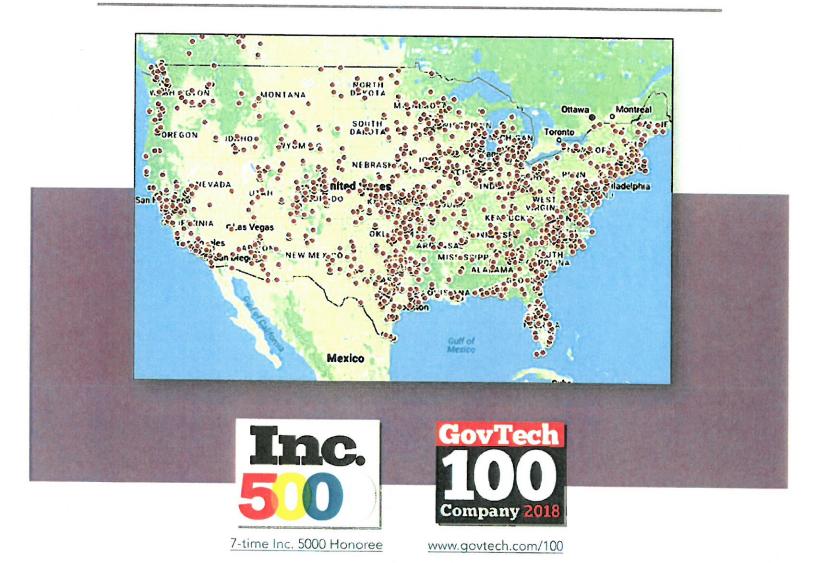
We believe in the goals our clients are seeking to achieve, and we work alongside them to do our part to help. That help means:

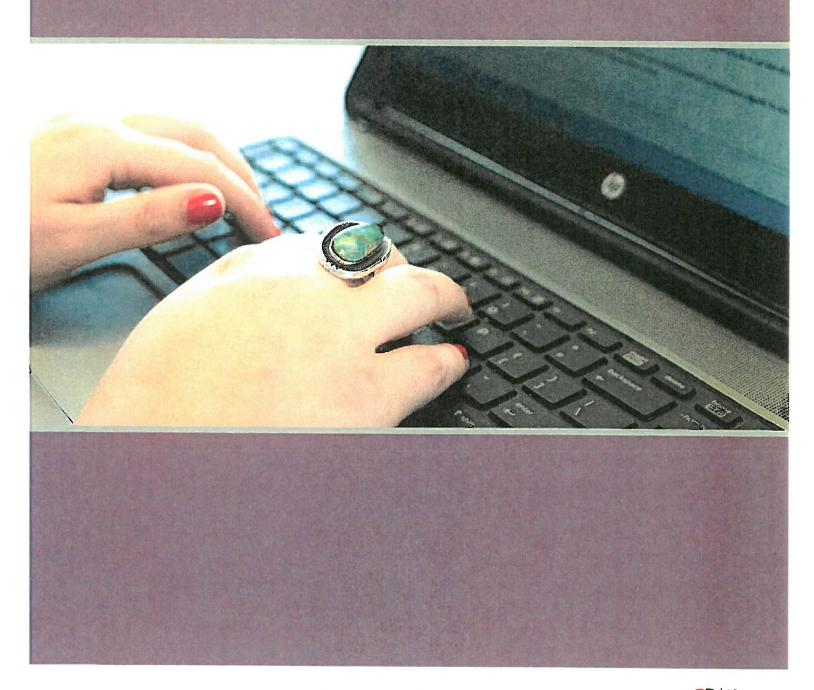
- Guiding with unparalleled consulting and training and facilitating stakeholder buy-in
- Supporting with exceptional client service before, during and after launch
- Protecting with industry-leading 24/7 security, support and service, and
- Learning with continual client contact to better ourselves and our products

Ultimately, CivicPlus is a company that's about amazing people doing amazing things. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, their 60,000+ internal users and the 60 million online visitors (and counting!).

CivicClerk, a CivicPlus company, delivers years of experience in agenda and meeting management software as a service technology that has been designed specifically to meet the needs of municipalities and their staff and officials. We consider it a privilege to partner with our clients and provide them with a solution that will serve their needs today and well into the future.

# CivicPlus Communities / Recognition





# Agenda Management

Automate your meeting agendas and packets with a simple, consistent process. Eliminate time consuming manual tasks and focus on important issues instead. Let each board member manage content the way they want.

### Features and Benefits

Countless hours are spent creating the agenda and packet for every council, board and committee meeting. CivicClerk simplifies the entire meeting process from start to finish by providing staff a central location for all board and committee meetings with the same simple, consistent process. Customers choose CivicClerk for our features, ease of use, and modern design.

- W Umilimited Miserings
- Williamitano Usiara
- Williamitted Sitoraigie
- M Custom Agamole Design
- M Electronic Approximate Engine
- M Electronnic File Mismagramanti
- M Confidential Attachments
- Bell Call, Motion and Votra Tracking
- Minutes Commissions and Disquestons
- M Speaker Warragement
- W Task Management Pre and Post Meeting
- De Comments Engine with Notifications
- M Diraig and Droip Re-ordering
- M Approvals Progress Bars
- M Automated Track Changes

- M Stamobird Responding
- Dash Analytics
- Pre-Defined Item Contant
- M Automotic Default frams
- DO Golov and Move henris
- M Initalligiant Kayword Search and Filters
- W Custom Security Profiles
- Automiatic Email Noithkeathons
- M Droploox Integration for Dallwary
- Board Member Portal
- Public Portal
- ▶ Live Sureaming and Violeo-On-Demand
- Violence with Linkerd Agrandes and Minutes
- M Taiblets Supported

# Designed Just for You

CivicClerk's agenda management software is customized to suit your individual design needs and unique approval processes. Create and manage content with custom design templates, wording, numbering, and ordering. You can also utilize a public portal that matches your website.

# Complete Security/Access Oversight

Fine-tune your content's security for different staff members. CivicClerk's agenda management system allows for in-depth user security. Administrators can set access levels for individual users, allowing you to control who can access what. You can also easily identify attachments for limited access based on staff or security level.

# Create Agenda Items in Seconds

Intuitive process is simple for your organization's entire staff. Save hours each week with CivicClerk AMS that can easily track all key item information, and create tasks and to-dos with reminders. CivicClerk supports PDF, Word, Excel, PowerPoint and image files, and utilizes a simple drag and drop ordering of all supporting documents.

# Agenda Approvals Your Way

CivicClerk's flexible approvals engine adapts to your review process. No more chasing approvals, and playing phone or email tag.

Our meeting management system's powerful approvals engine streamlines routing, email notifications, and manages backup approvers.

Even last minute changes are a breeze.

# Large Packets? No Problem

It only takes a couple of clicks to create a packet of any size. Create agendas and packets of any size in just seconds. Easily build different versions based on confidential materials inclusion. CivicClerk is an open government system that allows you to immediately publish on your organization's public portal, thus allowing for instant transparency.

# Deliver Content to Any Device

Let board members choose how to get meeting content. Efficiently deliver packets of any size by paper, email, Dropbox, download, or board portal. CivicClerk is optimized for all devices including desktops, laptops, tablets and mobile phones.

# Find What You Need Fast

Save time with powerful keyword and filtered search engine. CivicClerk automatically organizes and stores all of your meeting content, so it's easy to quickly retrieve what you're looking for. Our search tool includes past items, attachments, minutes and agendas by keyword, date range, and more.

# Analytics to Improve Performance

Clear reporting provides insight on progress and goals. Dashboards and built-in reporting provide key metrics on the entire agenda and meeting minutes process.

# **Meeting Minutes**

It's easy to create, manage and finalize your minutes before, during, and after the meeting.

CivicClerk automatically generates PDF and Word documents so you can deliver them electronically, by board and public portal, and hard copy.

# Live Meeting Manager

Run the entire meeting from one spot and simplify votes, manage speakers, and streamline transparency. Our Live Meeting Manager system lets your board members access meetings online and vote electronically from any device. The vote results are then displayed to the attending public.

# Easily Record Roll Calls, Motions and Votes

Capture all meeting actions in just one step. Stop retyping repeated entries. Record meeting actions on your desktop, laptop or tablet, and easily copy similar motions and votes to other items. Publish to your public portal for easy access and transparency. We make open governance easy.

# **Electronic Voting**

Build public trust by letting meeting attendees see your finalized vote results in real time. CivicClerk's agenda management software offers a powerful, fully-integrated electronic voting system. Conduct clerk-initiated electronic votes any time and tally board member votes from any device. Once voting is closed, results are displayed and automatically entered into the minutes module for utmost accuracy and transparency. Additional fees may apply.

# Customize It. Then Forget It.

No more typing and copying the same info over and over. Using our agenda software, you can set wording, formatting, and text snippets the way you want them - they'll pre-fill automatically, ending repeated entries. Motions, votes, and speaker info are all customizable, with full editing functions for comments and discussion notes.

# Flexible Speaker Management

Organize speaker information for on-going and individual items. CivicClerk supports board members, staff and other public speakers, and offers integrated speaker and countdown timers. Last-minute speaker? No problem. CivicClerk lets you add new speakers before, during, and after the meeting.

### **Board Portal**

Get meeting content and action data at your fingertips to make informed decisions. Create and access your own private notes. Get instantly notified when new content is made available, and review online or offline before, during or after meetings.

### Multiple Devices

Access meeting content from any location, anytime. Whether you're working from home, at the office or on the go, CivicClerk lets you access and manage all content with any standard internet browser on your desktop, laptop, tablet, or mobile phone.

### Review/Comment/Discuss

Making and reviewing comments just got a lot easier. Goodbye, fruitless searches for last month's comments. CivicClerk's powerful search and content filter lets you quickly access comments and discussion summaries from previous meetings at any time. Not only that, but you can easily provide your own feedback via email.

### Research Past Meeting Content

Quick content retrieval means more productive meetings. Miss a meeting? Catch up when it's convenient for you. Our meeting management software allows complete access to your meeting video archive. All videos are fully integrated with each corresponding bookmarked meeting agenda. Additional fees apply for this feature.

### Live Streaming and Recorded Video On Demand

Watch your meeting live or later. It's up to you. Miss a meeting? See it when it's convenient for you. Get complete access to your meeting video archive. All videos are fully integrated with each corresponding bookmarked meeting agenda. Additional fees apply for this feature.



### **Public Transparency**

Accessible records and data helps increase your organization's productivity by encouraging public engagement and fostering a better informed, more involved community. CivicClerk's public portal also satisfies public disclosure and posting requirements, and reduces the number of public record requests.

### Subscriptions and Social Sharing

Get the word out to your stakeholders. Instantly share meeting content via email, LinkedIn, Facebook and Twitter. Subscriptions makes it easy to automatically notify the public whenever new meeting content is available.

### Keyword Search and Content Filter

Find what you need when you need it. Rifling through reams of paper is a thing of the past with CivicClerk's advanced search functions. Simply search by keyword to find all relevant content from current and past meetings. You can also easily download agendas, packets, minutes and supporting documents.

### Access Content Anywhere, Anytime

Manage, edit, and comment on any mobile device. Whether you're at work, at home, or on the go, our meeting management system allows easy access to meeting content via your laptop, desktop, tablet, or smartphone. Delivering complete transparency and engagement with the public.

### Public Portal Dashboard

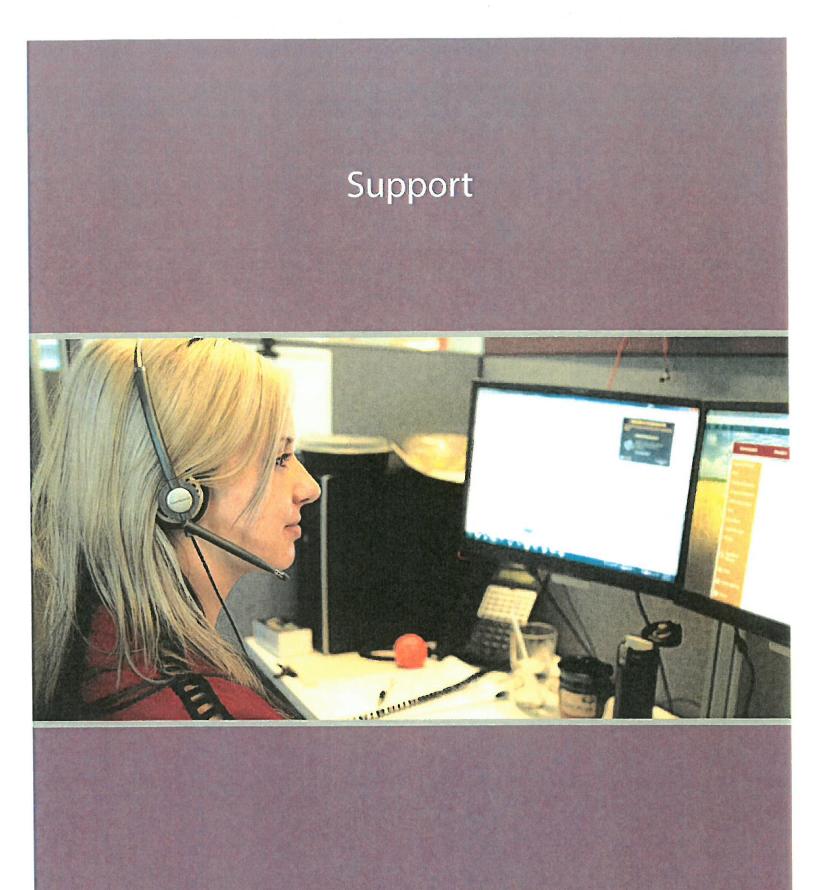
Get to know your community better. CivicClerk's public portal helps you understand how the public is interacting with your meeting publications by providing keyword analysis and user-friendly usage metric analytics. This will allow you to conduct an in-depth analysis of citizen behavior and help you discover what issues the public finds most pressing.

### Live Streaming/On-Demand Video

Public engagement just got a lot easier.
CivicClerk simplifies live streaming of your organization's meetings and seamlessly integrates all video content with the meeting agenda. On-demand meeting content videos feature clear bookmarking and navigation so viewers can quickly find their area of interest.
Additional fees apply.

### **Automatic Upgrades**

Customers automatically receive all future version upgrades of the system upon release. New features and functions are based on feedback and customers requests.



### Ongoing Support & Services

### **Account Management**

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon launch of the AMS, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your system. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new system.

### Support Services

With technology, unlimited support is crucial. Our live support personnel, based in the United States, are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites.

### SUPPORT

7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) / 24/7 Emergency Support

2-hour response during normal hours

Dedicated support personnel

Integration of system enhancements

Usability improvements

Online training manuals

Proactive support for updates & fixes

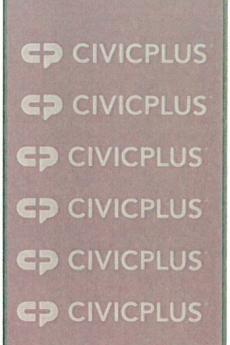
Monthly newsletters / Ongoing follow-up check-ins

CivicPlus Help Center Community Forum

### Help Center - www.civicplus.help

CivicPlus clients and their visitors have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff and your users to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics among members - along with other functional and engaging features and capabilities.

# Project Team



### Project Team Leaders

From project management to development to training and support, a dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction.

Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project development and beyond.

### COMPANY & CONTACT INFORMATION

Contact Information  Contact Information  Luis Martinez  Regional Sales Manager  martinez@civicplus.com  785-370-2520		Primary Office	302 S. 4th Street, Suite 500 Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951	
Legal Name	CivicPlus, Inc.	Company Founder	Ward Morgan, Owner / Chairman of the Board	
Incorporated In	State of Kansas	Date Incorporated	June 1998	
Company Website	www.CivicPlus.com	Purchasing Vehicles	GSA Contract # GS-35F-0124U TIPS/TAPS Contract # 2092613 Interlocal Purchasing	





### Doug Shumway - General Manager of CivicClerk

Doug has over 15 years of local government software experience, including being the Co-Founder of BoardSync and SuiteOne Media, and the Founder of FOIA Systems. He manages CivicClerk product strategy and overall vision for CivicClerk and personally engages customers for continuous product enhancements.

Education AS in Digital Media

Resume General Manager CEO Sales Director

15+ Years of Experience Business Leadership Sales Leadership Product Development



### Adam Block - Manager of Project Administration

Adam leads our project management team. This team oversees inter-departmental and client interactions assuring that your project will be developed in a timely manner by professional experts.

Education BS in Business Administration Management Economics

Resume Lead Project Manager Financial Services 15+ Years of Experience Project Management Business Management Team Building Customer Service



### Jim Flynn - Director of Information Security and Infrastructure

Jim coordinates and manages our in-house experts on the technical aspects of your project development. His team will develop the solution so it delivers the functionality and integration you need. Jim also leads our hosting and security services to ensure your new product is safe, maintained, and remains updated.

Education BA in Computer Information Systems

Resume System Architect Information Technology Director 18+ Years of Experience Cyber Security Network Infrastructure System and Software Architecture



### Jim Steffensmeier - Manager of Training and Consulting

From consulting services to data migration to technical specifications, our training and consulting department will assist you in understanding your new agenda management software and obtaining the skills you need to use it. He will coordinate his team of professionals to deliver the consulting and training services you need to achieve success.

Education
MA in Education/Adult Education
& Training
BS in Psychology
AA in Business Management

Resume Training Consulting 10+ Years of Experience Customer Service Best Practices & Website Optimization US Army Veteran



### Sumre Amerin - Manager of Account Management

Upon Go Live, Sumre will assign an account manager to your project. Your dedicated account manager stays current on new CivicPlus products and will continue to optimize your solution. This specialized team member will provide you with information on how to better engage your citizens utilizing the tools that CivicPlus has put into place.

**Education**BS in Integrated Services

Resume Performance Management Consultant Sales Manager 10+ Years of Experience Leadership Customer Service Project Management Process Improvement



### Constance Huseth - Manager of Client Support

Constance Huseth manages the technical support team for all CivicPlus products. Upon launch of your new CivicPlus website, any technical questions or issues you may encounter may be reported to your CivicPlus Technical Support Team. This specialized team operates on a 3 tier, product specific, escalation process to report technical issues to the products development team and works hand-in-hand with our Help Center to continually improve online assistance content and best practices information

Education BA English, Communication

Resume Technical Support Specialist Documentation and Communications Manager 5+ Years of Experience Technical Support Business Management Team Building Customer Service

# Timeline & Scope of Work

### CD CIVICPLUS CD CIVICPLUS CP CIVICPLUS CD CIVICPLUS CP CIVICPLUS CP CIVICPLUS CP CIVICPLUS

### Timeline and Scope of Work

A CivicClerk development plan typically expands a five (5) week timeframe. Exact development timelines can vary due to scope, client availability, milestones set and other factors. We will work with you until your system is up and running and your staff has reached a level of comfort to confidently maintain your new system.

Т	YPICAL PRO	JECT TIMELI	NE: 5 WEEKS	
Phase 1 ~1 Week	Phase 2	Phase 3	Phase 4	Phase 5
	~1 Week	~1 Week		
			~ 1 Week	
				As needed

### Scope of Work

Input questionnaire data

### Phase 1- Week 1

Gather information regarding agendas and how current process functions.

This information will be used to initially configure the system.

### Create production site request Review the implementation plan Schedule and conduct a kick-off call Configure templates from Word versions of agendas and minutes Client Responsibility Complete implementation questionnaire Provide Word versions of agendas and item reports

### Phase 2 - Week 2

Once initial configuration is complete, gain feedback on final results. Any necessary configuration changes will be identified for completion.

CivicClerk Responsibility	Client Responsibility
Schedule and conduct a first look call Provide any template changes required	Schedule a 30-45 minute call for system review Provide feedback on any needed changes

### Phase 3 - Week 3

Any remaining changes will be made and the list of users will be added to the system.

All configurations will be finalized.

CivicClerk Responsibility	Client Responsibility
<ul> <li>Enter user list with appropriate security settings</li> <li>Make necessary changes to templates and configuration</li> </ul>	Provide a list of users Provide any additional feedback and changes

### Phase 4 - Weeks 4 and 5

Everything is set and ready for training!

Begin in-depth training for administrators followed by a faster training for end users.

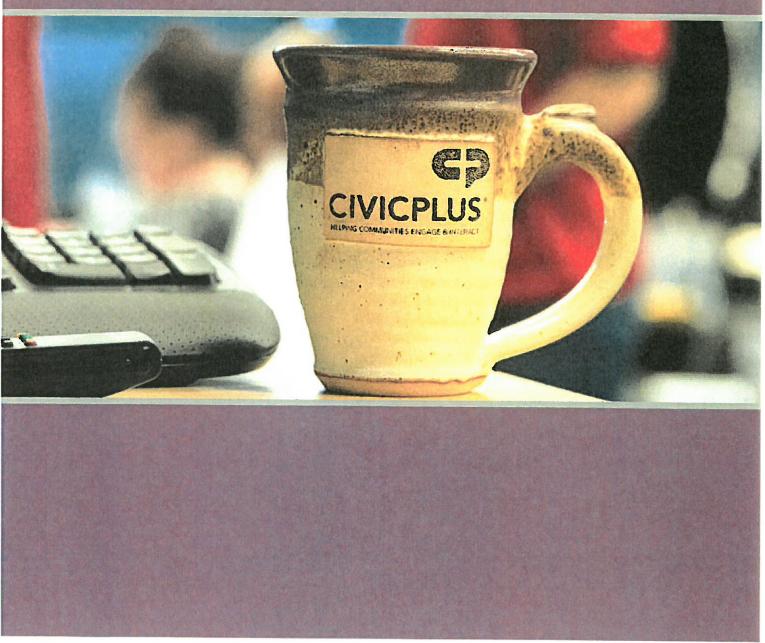
CivicClerk Responsibility	Client Responsibility
Schedule and hold administrator and end user trainings	Schedule a 1.5 hour presentation for administrator training Schedule a 45 minute presentation for end user training

### Phase 5 - As Needed

Now that the main implementation is complete, and there is some data in the system, any additional service(s) contracted for can be configured.

CivicClerk Responsibility	Client Responsibility
<ul><li>Configure the templates in the system</li><li>Schedule and conduct minutes training</li></ul>	<ul> <li>Provide Word versions of your most recent minutes</li> <li>Provide a list of your Board/Council members</li> <li>Schedule a 30 minute call for minutes training</li> </ul>

## Pricing



### Investment Proposal

All quotes are priced per project and presented in US dollars.

Pricing is valid for 60 days from February 9, 2018.

As detailed in the proposal, Colerain Township's project development includes:

- Implementation, Development & Deployment
  - CivicClerk Agenda Management System including:
    - Upgrades, hosting, maintenance and support
    - Up to 5 boards
    - Agenda management
    - Meeting minutes
    - Public portal
    - Board portal
  - Included Hosting and Security
- Professional Services & Training
  - Four (4) hours of Web-Based Implementation Training

Total Investment – Year 1 \$8,613 (includes development and 1st Year Annual Services Fees)

### Annual Investment

### Year 2 and Beyond

### Annual Hosting/Maintenance Service (Beginning year 2)

Receive maximum benefit at minimal cost while protecting your investment. Each year of your contract, you'll receive system enhancements, maintenance and optimization and have full access to our support staff so your site stays up-to-date with our latest features and functionality. Your annual services fee includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, and access to the CivicPlus community. Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond.

Annual Hosting & Maintenance (Beginning year 2)

\$5,988

### CivicPlus Advantage - Alternate Payment Plan

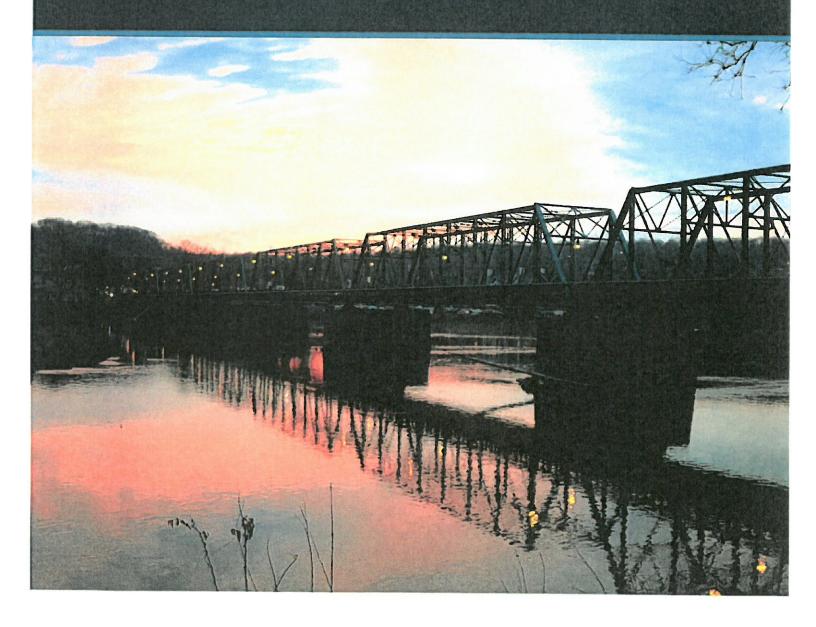
The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Total Investment - Year One expense of your project over the first four (4) years of your contract. Each payment also includes your Annual Hosting/Maintenance Services. Our CivicPlus Advantage payment plan lowers your initial "out of pocket" expenses dramatically.

1st Year CPA Payment\$6,644	4th Year CPA Payment\$6,644
2nd Year CPA Payment\$6,644	5th Year Annual \$6,287
3rd Year CPA Payment\$6,644	(annual + 5% technology fee)



### OpenGov and Colerain Township

Michele Barry 216.235.3990 mbarry@opengov.com OpenGov, Inc., 955 Charter Street, Redwood County, CA 94063





Colerain Township, OH Geoff Milz, Assistant Administrator

Dear Geoff,

Thank you for taking the time to learn about OpenGov. We are excited about the opportunity to discuss helping the Township add efficiency to its performance, budgeting and citizen engagement processes.

I wanted to present a concise plan to review with you around implementation, onboarding and training with the new tools.

In the following document, you will find:

- A recap of past and current conversations around the County's budgeting, workforce planning, performance and citizen engagement
- Return on Investment numbers reported back from our early budgeting and reporting customers
- A high-level solution recap and overview for OpenGov's Budgeting and Planning and Operational Performance

We want to ensure you that you our commitment to make this project a success for the Township. If there is anything we can do for you, please do not he sitate to ask.

Sincerely,

Michele Barry Account Executive



### OpenGov Solutions to Address Coelrain's Key Areas

OpenGov software can help your team streamline their internal functions and take manual tasks off their plate. Reallocation of time is a critical byproduct that OpenGov customers realize when being able to reduce the manual tasks in their day.

Adding efficiencies to the budgeting process from budget creation, personnel costs, to performance measurement and citizen engagement would greatly benefit Township staff. Staff will no longer being bogged down in manual tasks and focuses more on top level priority and strategy. By streamlining operational processes and giving powerful tools to departments will ensure the Township puts itself in a greater position for long term success and remain an up and coming Township in the area.

### Areas OpenGov will address:

- Provide a central location for financial and performance data that will drive decision making from department heads. Easy to use tools will allow departments to be self-service in interacting with information
- Utilize technology to help Administration better understand spending, see trend and use information to drive policy and decision making
- The ability to tell the Township's "Story" will engage citizens in a meaningful way. Allow outside citizens to get information around their finances and reduce Public Information requests
- The Township is using reports with static data that is limited in the ability to customize reporting and increase usability
- Increase efficiency in critical tasks such as Budgeting and Workforce planning that is imperative to the daily operation for the Township
- Township staff are inundated with manual tasks of compiling data. Providing technology that will add efficiency and automation to daily tasks will free them up to focus more on the strategy and financial outlook of the Township
- Interactive tools will bring to life department spending and allow them to see trends. Reduce risk of errors and provide real-time insights
- OpenGov Customer Success team will take hand holding approach to ensure a smooth roll
  out of a highly impactful software. Training and deployment will be based on the needs of the
  Township



### The OpenGov ROI

- · Improved spending power
  - Better operational and performance intelligence for everyone who needs it (staff, department heads, elected officials, etc.)
  - Better budget decisions and process
  - Better understanding of current year and month budgets and actuals
  - o Better insights from other governments around the world
  - o Better financing terms
- Internal efficiency
  - Save time responding to Public Records and internal requests
  - Reduce staff interruptions
  - Streamline budget and comparisons processes
  - o Improve internal and external collaboration
  - o Automate data presentation & analysis
- Better citizen engagement and transparency
  - o Engaging, interactive public reports
  - Ability to tell your whole story

### Customers have told us they have achieved:

- 50% reduction in staff hours required to create the budget
- · Finishing their budget a full month earlier than in prior years
- Freed up 1%-1.5% or more of their budgets for re-allocation
- · 180 hours per year reduction in time spent producing internal reports
- · Cut inbound information requests by 20%
- Tens of thousands of dollars saved in time and consulting fees to compute comparisons and benchmarks
- Millions of dollars saved due to better financing terms (bond ratings)
- · 90% reduction in cost of maintaining external transparency sites
- · 3x increase in online citizen engagement

### The OpenGov Advantage

- Easy to use and understand, even for non-technical users
- Minimal training required
- Internal data analysis and public transparency
- · Web-based solution available anytime, anywhere (PC, tablet, smartphone).
- Visualize both financial and performance data
- Specialized for complex, multi-fund financial data
- · Compatible with all financial systems
- Rapid deployment (launch within weeks)



### The OpenGov Solution

### The Smart Government Cloud™

OpenGov's Smart Government Cloud™ is an integrated solution, composed of powerful applications built on the OpenGov Platform™, which powers the government management lifecycle. The following applications can be purchased together or separately, in any combination, depending on your needs:

### OpenGov Budgeting and Planning™

OpenGov Budget Builder™ is the definitive solution for smart, streamlined budgeting. OpenGov Budget Builder ensures a collaborative, coordinated budget process by offering a central place for your departments to submit proposals, budget teams to review submissions, and managers to present the budget to elected officials.



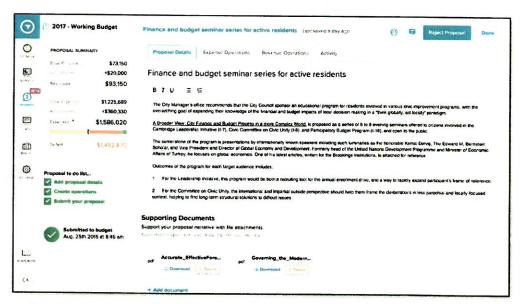
### Collaborate More Effectively and Efficiently

Create one central and safe budget repository – OpenGov Budget Builder is the authoritative source for all stakeholders in the budget process, allowing them to record and track all comments, adjustments, approvals and rejections for budget proposals.

Enable everyone to see current numbers anytime, anywhere – Engage stakeholders throughout the budget process with real-time access and dynamic reporting when and where they need it.

Reduce confusion from email and Excel – Online commenting, automated notifications, and status reminders ensure key stakeholders meet deadlines, stay informed, and collaborate in context without the need for multiple email threads or conflicting spreadsheet versions.





### Improve Decision-Making

Enable deeper analysis – Identify trends and understand historical performance with financial and non-financial data in OpenGov Reporting and Analysis™. Automatically compare budget requests against previous year's' budgets and actuals.

Engage elected officials – Engage elected officials throughout the budget process with dynamic reporting, such as the Budget Milestones report. Increase the odds of elected official buy-in by having all your supporting documents in one easy-to-reference location. Show the impact of budget proposals and easily reference prior trends.

Generate reports with a click of the mouse – Easily generate reports and "slice and dice" across your chart of accounts with a click of a mouse and OpenGov's multi-fund reporting capabilities to get the most insight into your current financials and the effects of new proposals.

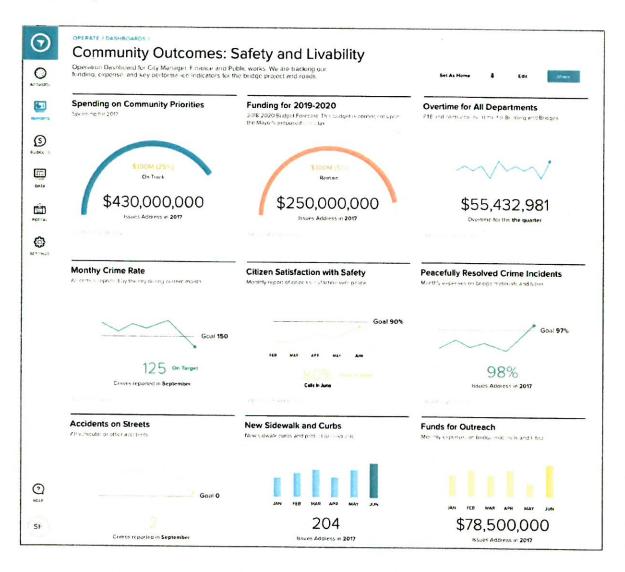
### Improve Outcomes with One Integrated Solution

OpenGov Budget Builder™ works seamlessly with OpenGov's management reporting, operational intelligence, and transparency solutions. Instead of generating static spreadsheets and manually tabulating columns, instantly generate summary reports, then drill into those reports with the click of a button. OpenGov's multi-fund reporting capabilities let you "slice and dice" across your chart of accounts to get the most insight into your current financials and the effect of new proposals. From breaking down information silos to getting better operational intelligence, engaging citizens, and improving the budget process, OpenGov is the integrated solution for improving the government management lifecycle.



### OpenGov Performance Measures™

OpenGov Performance Measures™ helps administration connect operational data and results to goals and targets to improve decision-making, alignment, and outcomes. It features easy-to-use dashboards to display key data points and KPIs, as well as alerts and notifications to help managers track progress towards goals. Dashboards are printer-ready right out of the box, producing beautifully formatted reports that will streamline meetings and reduce manual extracts. Share information and insights with your team, either on-screen or in-person, to build alignment and improve performance. Includes unlimited dashboards and unlimited dashboard tiles with permission-setting that gives administrators the ability to make dashboards private or available organization-wide.





### OpenGov Reporting and Analysis™

OpenGov Reporting and Analysis is an easy-to-use reporting and analytics platform that allows your entire organization to rapidly make better, data-driven decisions. While typically only a few staff members are trained to run reports, OpenGov Reporting and Analysis empowers all Township staff, regardless of technical background, to access, analyze, and build visualizations on top of the Township's financial data. Moreover, OpenGov Reporting and Analysis helps tear down institutional data silos, impediments to the Township's ability to quickly act on financial and performance data.

Use OpenGov Reporting and Analysis to accomplish the following objectives:

- Centralize Your Data: Unite financial and performance data in one accessible platform.
- Reduce Interruptions: Enable any employee to run reports using a trusted data source.
- Eliminate Backlogs: Empower more people to access information and reduce administrative delays.
- **Deliver the Details:** Allow non-financial personnel to dive into the data without having to re-query your financial and ERP systems.
- Communicate Insights: County staff can save reports to share internally with their team, their department, or the public all at the administrators' discretion.
- Tell Your Entire Story: Create powerful narratives by combining charts and annotations
  to convey both financial and non-financial data to your teams. Keep everyone on the same
  page and referring to a common set of facts.

More specifically, the OpenGov Reporting and Analysis platform will provide a number of capabilities, including:

- Static and interactive financial presentations
- Compare budgeted to actual revenue and expenses across a single year or multiple years
- · Easily toggle between a pie, bar, stacked, line, or percentage graphs
- Internal financial analysis viewable numerically or visually
- Export detail directly from OpenGov as an excel, csv, or static image file
- Reporting solutions to support data driven decisions
- 24/7 Web-based availability
- Specialized application for government multi-fund financial data
- Network, community and comparisons capabilities
- Analyze and share financial and performance data using unique URLs
- Unite nonfinancial and financial data to give citizens a holistic view. Share goals and performance measures from across the organization.
- Create bookmarks of information that are automatically updated to most recent data

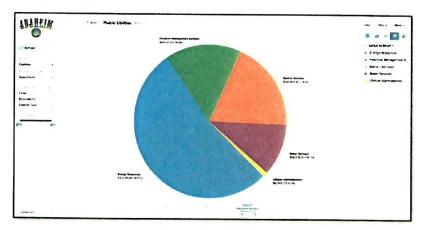


### OpenGov Reporting and Analysis Sample Reports

OpenGov Reporting and Analysis can utilize the Township's financial data, non-financial data, and/or other grid report data to create any number or type of reports. Below are examples of OpenGov customers utilizing OpenGov Intelligence to analyze and present their data.

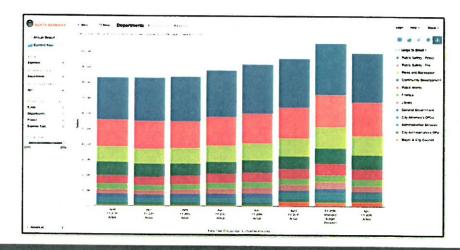
### **Annual Budget Report**

Below is the County of Anaheim, CA's Annual Budget Report. Anaheim's Annual Budget Report is organized in thematic categories for public consumption. Here is Anaheim's Annual Budget Report in a pie chart:



### **Current Year Report**

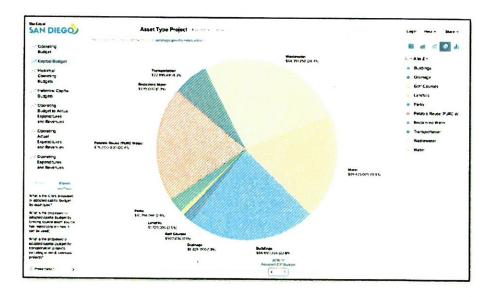
Below is the County of Santa Barbara, CA's Current Year Report. This report displays the cumulative year-to-date spending in the fiscal year (below, through April for each year from 2010 to 2016) and also displays the current fiscal year's amended budget to help Santa Barbara understand how their actual spending compares to their budget.



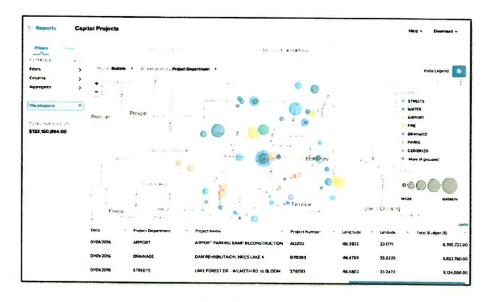


### **Capital Projects**

OpenGov enables cities to bolster their capital project planning and reporting. Below, the County of San Diego visualizes their Capital Budget for FY 2016-2017:



And using OpenGov Maps, users can geographically visualize the capital projects in the County to help citizens contextualize the County's information:



# OpenGov - Township of Colerain

### Pricing:

Product / Service

\*Budgeting & Planning (\$17,800):

Budget Builder, Collaborative Preparation, Personnel Planning

\*Operational Performance (\$17,000)

Self-Service/Custom Dashboards, Reporting & Analysis, Performance Measures, KPI \*Customer Support (Included): Training, Support, Product Upgrades &

Dedicated Customer Success Manager

\*RECURRING

"Deployment (See attached):

Basic Set-up & Training for Budgeting & Planning (\$12,150) Basic Set-up & Training for Operational Performance (\$9,150)

\*NON-RECURRING

OpenGov Solution Offerings not included:
\*Budgeting & Pianning - Budget Book
\*Citizen Engagement - Transparency Portal. Open Town Hall. Stories. Open Data

**Bundle Price:** \*expires 6/30/18 **Bundle Price:** \$30,000

(5Y) Colerain

(5Y) List

\$23,500

(Annual)

(Annual)

\$21,700

(One-Time)

\*Confidential: OpenGov & Township of Colerain

# Deployment Package Summaries

### Deployment Packages - Budgeting & Planning

### Streamline and transform your budget process

OperiGov's end-to-end solution helps you throughout your budget process, from gaminig insight into current performance, to improving collaboration on proposawis and department requests, to easily publishing the final budget document. OpenGov offers deployment options to help agencies begin their journey to better budgeting

	THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO PERSONS AND PARTY AND PERSONS AND PERS		
Product Configuration & Setup	Basic		Standard
Chart of Accounts assessment and mapping	Yes		Yes
Data validation report	Yes		Yes
Budget milestones report	Yes		Yes
Budget to actual report	No		*es
Training	Basic		Standard
Administrato: Training	Yes		Yes
Department training	No		Yes
Council or agency management training	o Z		Yes
Ongoing Support	Basic	SAN SAN SAN	Standard
12X5 Support	Yes		Yes
Online Chat Support	Yes		Yes
Online Resource Center	Yes		Yes
Free Monthly Webinars	Yes		Yes
Budget Project Support	Basic	Standard	dard
Budget Phase	Preparation	Development	Approval
Presentation preparation and training	Yes	Yes	Yes
Weekly or Bi-Weekly calls	Yes	Yes	Yes
*Budget Kick-Off* support	Yes	07	cZ.
Proprosal creation consultation and assistance	Yes	N.	Ö
Budget end user support	CZ	Yes	ç
Post-deployment support	Č.	Yes	Yes
Proposal reviews	SNC.	Yes	Yes
Budger milestone data and reporting assistance	Ž	Yae	Vac

### Deployment Packages - Operational Performance

### Improve operational performance with data-driven insights

OpenGov operational performance helps you make evidence-based management decisions, monitor operations track progress towards targets and goals, act when threshods are reached, and drive better collaboration and organizational alignment. OpenGov offers deployment options to help organizations on their journey to better operational performance.

Product Configuration & Setup	Basic	Standard
Chart of Accounts assessment and mapping	Yes	Yes
Years of financial data	Up to 5	Up to 10
Additional data sets	Up to 4	Up to 8
Standard Financial Reports*	Up to 4	Up to 4
Non-Financial Reports	None	Up to 1
Configured "Saved Views"	Up to 15	Up to 20
Dashboard setup	Up to 2	Up to 4
Dashboard design templates	Yes	Yes
Dashboard strategy guidance from government experts	CN	Yes
KPI tiles per dashboard	Up to 2	Up to 2
KPI research and design session	S	Up to 2
Annual, B	Annual, Budget to Actuals, Balance Sheet, and Transactions	Sheet and Fransaction
Training	Basic	Standard
Administrator Training	Yes	Yes
Department training sessions	No No	Yes
PR support for focal press	o <sub>N</sub>	Yes
Ongoing Support	Basic	Standard
12X5 Support	Yes	Yes
Online Chat Support	Yes	Yes
Online Resource Center	Yes	Yes
Hosted Monthly Webmars	Yes	Yes

### MEMORANDUM OF UNDERSTANDING

### Between

### FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL POLICE OFFICERS And

### Colerain Township Board of Trustees

The "Memorandum of Understanding" is entered into by the parties hereinafter referred to as the Colerain Township Trustees (Employer) and the Fraternal Order of Police, Ohio Labor Council, INC. (The Union) for the purposes of modifying or adding specific Articles and/or Sections of the current collective bargaining agreement expiring December 31, 2020.

For the purposes of this Memorandum, the Bargaining Unit consists of Full-time Police Officers.

1) Article 15 – Wages and Compensation Section 15.1 shall read:

### Section 15.1

### Police Officers Hired Prior to May 1, 2012

All police officers hired prior to May 1, 2012 shall be paid an annual rate of pay equivalent to \$68,033.65.

### Police Officers Hired After May 1, 2012

Upon hire, police officers shall be paid a salary of \$53,000.

At the completion of their second year, police officers shall be paid an annual rate of pay equivalent to \$58,000

At the completion of their third year, police officers shall be paid an annual rate of pay equivalent to \$65,000.

At the completion of fourth year, police officers shall be paid an annual rate of pay equivalent to \$67,000.

At the completion of their fifth year, police officers shall be paid an annual rate of pay equivalent to the rate of the highest paid patrol officer.

In addition, officers who have completed their fifth year of service shall receive a 2% raise on January 1, 2019, and 2% on January 1, 2020. Officers completing their fifth year after January 1 will not receive the contractual raise until the next contractual raise period (the next January 1).

Officers will not receive any additional raises until the end of their 5<sup>th</sup> year.

At the discretion of the Chief of Police, candidate officers with at least three fulltime years of experience with a police department comparable to the Colerain Police Department may be hired as "lateral entry" officers and inserted into the pay scale, as the Chief deems appropriate.

It is agreed and understood that the intent of this Agreement, entered into in "good faith," is to provide a relationship through December 31, 2020, a relationship covered partially by a formal Agreement including those issues brought to the table and agreed upon by the parties and after a brief pause to renew or enter into a successor agreement. The life of said contractual agreement expires December 31, 2020.

FOR THE TOWNSHIP:	FOR THE UNION:	
Geoff Milz, Administrator	Greg Insco, Trustee	
Date	Raj Rajagopal, Trustee	
	Dan Unger, Trustee	
	Date	

### **NEW BUSINESS**

Department:

Colerain Township Fiscal Office

Fiscal Officer:

Heather Harlow, Fiscal Officer

### **Finance**

### a. Motion to Approve Inter-Fund Transfer

Recommend the Board of Trustees to approve the transfer of \$200,000 to Fund 2911-Parks and \$66,000 to Fund 2912-Community Center.

### Rationale:

The transfer for both funds will be debited from the General fund; and was planned in budgeted final appropriations to offset operating expenses.

### b. Resolution to Amend the Permanent Appropriations

Recommend the Board of Trustees to approve the amendment in the permanent appropriations for the following funds:

FUND	NAME	PERMANENT APPROPRIATION	VARIANCE
1000	General Fund	\$7,911,050.43	(+) \$1,780,000.00
2907	TIF-Stone Creek	\$1,751,831.43	(-) \$2,446.25
2910	TIF-Best Buy	\$98,611.92	(+) \$200.00

### Rationale:

General fund appropriation will need to increase by \$1,780,000. \$1,250,000 is due to the 2017 and 2018 Paving projects being completed this fiscal year. With the delay of the project in 2017 it was not anticipated to have both paving plans completed this fiscal year. \$530,000 will be available for transfer to the C.I.C. to support economic development.

Stone Creek TIF fund will need to decrease due to offset the carry over encumbrance of the purchase order for the light pole in the round-about. The actual expense was lower than budgeted. The monies remaining in the Stone Creek TIF will be carried over to FY 2019 and will be allowed by statue to be transferred into the General Fund.

Best Buy TIF fund will need to increase \$200.00 due to a higher than expected tax fee during first half and the estimated fee due second half.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at p.m., on the day of June, 2018, at the Colerain Township
Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following
members present:
Mr. Greg Insco, Mr. Raj Rajagopal, Mr. Daniel Unger
No. 1 1.1 C.11
Mr introduced the following resolution and moved its adoption:
RESOLUTION NO18

### **COLERAIN TOWNSHIP BOARD OF TRUSTEES**

### RESOLUTION AUTHORIZING THE ADOPTION OF THE AMENDED APPROPRIATIONS FOR THE YEAR 2018

NOW THEREFORE BE IT RESOLVED, that Colerain Township Board of Trustees does hereby agree to:

Section 1: Authorize the Fiscal Officer to prepare and submit a schedule of Amended Appropriations for the year ending December 31, 2018 to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	AMENDED
		APPROPRIATIONS
1000	GENERAL	7,911,050.43
2011	MVLT	53,580.00
2021	GASOLINE	174,706.00
2031	ROAD & BRIDGE	939,377.03
2081	POLICE DISTRICT	7,782,000.79
2111	FIRE DISTRICT	12,655,196.54
2181	ZONING	371,447.17
2231	PMVLT	359,567.66
2261	PD DRUG ENFORCEMENT	132,000.00
2271	PD DUI	1,500.00
2281	EMS	1,151,925.19
2401	LIGHTING ASSESSMENTS	172,590.00
2901	TIF (KROGER)	239,425.00
2903	TIF (COLERAIN TOWNE CENTER)	76,980.75
2902	RECYCLING INCENTIVE	53,809.69
2907	TIF (STONE CREEK)	1,751,831.43
2908	CDBG (PASS THROUGH)	75,000.00
2910	TIF (BEST BUY)	98,611.92
2911	PARKS & SERVICES	672,657.95
2912	COMMUNITY CENTER	330,306.18
3102	BONDS RETIREMENT(PARKS)	304,743.76
3103	BONDS RETIREMENT(PW BLDG)	212,687.50

3105	BONDS - STREETSCAPE	178,050.00
3301	BOND RETIREMENT(FIRE DIST)	241,218.76
4401	NSP FUNDS (PASS THROUGH)	45,000.00
4409	OPWC (PASS THROUGH)	5,990,089.82

Mr seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:				
Vote Record: Mr. Insco	_, Mr. Rajagopal, Mr. Unger,			
Adopted this day of June, 2018.				
	BOARD OF TRUSTEES:			
	Greg Insco, Trustee			
	Raj Rajagopal, Trustee			
	Daniel Unger, Trustee			
Attest:				
Heather E. Harlow, Fiscal Officer				

Approved as to form:			
Lawrence E. Barbiere (0027106) 5300 Socialville Foster Road, Ste. 200 Mason, OH 45040 (513) 583-4200 Colerain Township Law Director			
AUTHENTICATION			
This is to certify that this Resolution was duly passed and filed with the Colerain Fiscal Officer, this day of June, 2018.			
	Heather E. Harlow, Colerain Township Fiscal Officer		