

BAZETTA TOWNSHIP TRUSTEES

REGULAR MEETING MINUTES

Date: August 11, 2020 @ 7:00 pm
Bazetta Township Administration Building
3372 State Route 5, N.E.
Cortland, Ohio 44410

Present:

Chairman Trustee Ted Webb - H
Vice Chairman Trustee Frank Parke - H
Trustee Bob McBride - H
Fiscal Officer Cynthia Chapman - H

Trustee Webb stated this meeting is being conducted via teleconference following the current guidelines defined by State of Ohio Open Meetings Law and in accordance under recommendations of legal counsel and Governor DeWine. There will be no public comments at the end of this meeting. This meeting is being audio recorded for informational purposes and will be posted on the website.

134-20 Resolution accepting the meeting minutes from the July 14th regular meeting.
Motion: Trustee P
Second: Trustee M
Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

CORRESPONDENCE (COPIES AVAILABLE UPON REQUEST):

ADMINISTRATION:

Trustee Webb will be attending a zoom meeting tomorrow with the COG Board of Directors

135-20 Resolution authorizing the Fiscal Officer to pay all outstanding invoices and to approve all warrants incurred from August 12th thru September 08th.
Motion: Trustee M
Second: Trustee P
Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

136-20 Resolution to start the bid process for the storage building at the Hillside Cemetery.
Motion: Trustee P
Second: Trustee M
Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

Comments: Trustee Parke talked with Attorney Finamore. We need to pull out previous documents and go over.

137-20

Resolution to approve the attached Extension Agreement with Wilson, Phillips & Agin, CPA's.

Motion: Trustee M

Second Trustee P

Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

138-20

Resolution to authorize the Fiscal Officer to make the following transfers.

\$2,000.00 from 2021-330-420-0000 (Gas Tax: Operating Supplies) to 2021-330-213-0000 (Gas Tax: Medicare)

\$1,600.00 from 1000-910-910-0000 (General: Transfers) to 1000-110-590-0000 (General: Other Expenses)

\$600.00 to 1000-120-353-0000 (General: Natural Gas) from 1000-910-910-0000 (General: Transfers)

\$400.00 to 1000-610-351-0000 (General: Park Electricity) from 1000-910-910-0000 (General: Transfers)

\$900.00 to 2031-330-351-0000 (Road & Bridge: Electricity) from 2031-890-890-0000 (Road & Bridge: Other Debt Service)

\$1,800.00 to 2081-210-351-0000 (Police: Electricity) from 2081-210-230-0000 (Police: Workers' Compensation)

\$2,200.00 to 2111-220-351-0000 (Fire: Electricity) from 2111-220-740-0000 (Fire: Machinery Equipment and Furniture)

\$4,000.00 to 2111-221-141-0000 (Fire: Salary Legal Counsel) from 2111-220-740-0000 (Fire: Machinery Equipment and Furniture)

\$1,500.00 to 2111-230-360-0000 (Fire: Contracted Services) from 2111-220-740-0000 (Fire: Machinery Equipment and Furniture)

Motion: Trustee P

Second Trustee M

Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

139-20

Resolution to authorize the Fiscal Officer to revise the 2020 Certificate of Estimated Resources as follows for Local Government Funds that were not estimated using State of Ohio estimates and submit to the Trumbull County Auditor.

\$-9,033.21 to General (1000)

Motion: Trustee M

Second Trustee P

Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

FIRE DEPARTMENT:

- July monthly report is attached
- Chief stated he may ask for a special meeting next week or the following week concerning a grant he wrote.

140-20 Resolution to accept the Department of Homeland Security for our application for Financial Assistance submitted under Fiscal Year (FY) 2019 Assistance to Firefighters Grant for the amount of \$39,047.62. As a condition of this award, we are required to contribute a cost match of (5%) \$1,952.38 of non-Federal Funds for a total expenditure(s) of \$41,000.00.

See attached award notification.

Motion: Trustee P

Second Trustee M

Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

141-20 Resolution to approve an expenditure of \$2,469.62 with Spartan Armor Systems for 6 Spartan Armor Systems (bullet proof Vest). See quote attached.

Motion: Trustee M

Second Trustee P

Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

Note: \$1,500 donation from LOAF and the remaining amount of expenditure will be paid for by an EMS Grant. No use of local tax payer dollars.

142-20 Resolution to approve an expenditure of \$6,695.00 with Hudson Communications LLC for purchase and installation of 3 wireless headsets. See quote attached.

Motion: Trustee P

Second Trustee M

Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

Note: With the new Marc's radio equipment that was received by grant; old headsets do not work with new portable radios. This is the least expensive way to achieve safety for our firefighters.

143-20 Resolution to approve an expenditure of \$2,286.25 of COVID Cares Money for the joint purchase with Howland, Cortland, Champion Fire Departments of a fit tester. Email was sent to Trustees.

Motion: Trustee M

Second Trustee P

Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

Note: This tested will be able to do N95 mask and SCBA's mask. Each Jurisdiction will also be able to test the N95 mask worn by our police agencies.

POLICE DEPARTMENT:

- July monthly report is attached

ROAD DEPARTMENT:

- Discussion on Issue 1 project and how it is to be paid if the project is accepted for funding
 - Trustees agreed that Superintendent Parke is to submit a resolution with the correct wording at the September 8th meeting.

PLANNING DIRECTOR, ZONING INSPECTOR AND CODE ENFORCEMENT OFFICER:

- Discussion on nuisance complaints

ZONING COMMISSION AND ZONING BOARD OF APPEALS:

- All meetings have been cancelled due to the Covid-19 until further notice

PARKS AND RECREATION BOARD:

- Park will be closed indefinitely until further notice

144-20 Resolution to cancel the August 25, 2020 meeting.
Motion: Trustee P
Second Trustee M
Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

ASKED TO BE PLACED ON THE AGENDA:

PUBLIC COMMENT:

Before the meeting was adjourned, Trustee McBride discussed getting credit cards for each department head. Trustee Webb stated the fiscal officer is responsible for how the credit cards are handled and should set guidelines as to how the cards are used and what is requested from the department heads.

145-20 To adjourn the meeting at 7:44 pm
Motion: Trustee M
Second Trustee P
Vote: Trustee McBride Y Trustee Parke Y Trustee Webb Y

Attested by:

Ted Webb

Approved by: Chairman Trustee Ted Webb

Date

Date

OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPA Correspondence@ohioauditor.gov
(800) 282-0370

EXTENSION AGREEMENT

This Agreement between Auditor of State Keith Faber (Auditor), Bazetta Township, Trumbull County (Public Office), and Wilson, Phillips & Agln, CPAs an independent public accountant (IPA), extends an existing agreement between these parties as identified in SECTION I below and incorporated herein by reference. These parties agree to abide by all terms and conditions of the original agreement, except as specifically identified in Section II below, and that no remuneration will be granted in relation to work performed under this modification/extension prior to the execution of this Agreement by all parties.

SECTION I – ORIGINAL CONTRACT INFORMATION

Public Office Name on RFP	<u>Bazetta Township</u>		
Original Contract Period	<u>1/01/2013 - 12/31/2018</u>		
Date RFP was issued	<u>12/11/2014</u>	Date MOA Executed	<u>2/20/2015</u>
Public Office Contact	<u>Cynthia Chapman</u>	E-mail	<u>fiscalofficer@bazettatwp.org</u>
IPA Contact	<u>Ken Phillips</u>	E-mail	<u>kenp@wwpcpa.com</u>

SECTION II – EXTENSION INFORMATION

Extension Period: 1/1/2019 to 12/31/2022
Check one: Annual Audit or Biennial Audit

The RFP and related contract are hereby amended for the audit periods noted above as follows:

Work Papers, Work Product, and Records Retention

The IPA will maintain all engagement documentation in segregated files. The IPA agrees to provide the Auditor of State unconditional access to examine and review engagement documentation created or obtained by the IPA involving its performance under the contract. The IPA agrees to provide copies of any engagement documentation determined necessary by the Auditor of State. The Auditor of State is bound by ORC 4701.19, which provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the Auditor of State's office, and are not public records available for public disclosure. In the case of support for a finding for recovery, the Auditor of State may request the IPA to sign a limited waiver of this statutory provision. The IPA also will maintain and provide access to timesheets and expense reports that support the IPA's invoices under the contract. All such engagement documentation, timesheets, and expense reports shall be retained by the IPA for a period of five (5) years from the date of completion of the contract.

Review of Reports and Work Papers - Access to / Retention Thereof

Furthermore, should it be necessary for AOS to send a notice of proposed finding regarding a potential finding for recovery, AOS will require the IPA to execute a limited waiver, to be prepared by AOS. It is the AOS' policy to allow the individual subject to the proposed FFR to review the engagement documentation (i.e. work papers) on which the proposed finding is based. Since Ohio Rev. Code § 4701.19 provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the AOS, it is necessary for the IPA to execute the limited waiver for the sole purpose of permitting AOS to show supporting documents (i.e. work papers) to those subject to proposed findings for recovery.

SECTION II – EXTENSION INFORMATION (continued)

Federal Awards

The IPA firm anticipates 0 major programs to be included in the Single Audit testing for each year of the contract.

Contract Modifications

Modifications should only be requested for issues which were not known at the time of the original proposal, including but not limited to, changes in accounting or professional standards, changes in reporting entity, significant changes in funding, due date changes, etc. IPAs must utilize the Contract Modification application via the IPA Portal, after any necessary discussions with the Auditor of State representative, and obtain the Public Office's approval per the Auditor of State's contract modification policy. The Auditor of State will review, and if determined appropriate, approve the signed contract modification, which will set forth the terms of the contract between the Auditor of State, the Public Office and the firm. **Such agreement must be executed by the Auditor of State prior to the performance of any additional work. No remuneration will be granted in relation to work performed prior to execution of such agreement.** Any additions or reductions to the work agreed to between the Public Office and the firm shall be at an hourly rate that will not exceed the average hourly rate for the corresponding fiscal period set forth in the schedule of fees and expenses included in the original dollar cost bid, except in limited circumstances approved by the Auditor of State where the total cost for the audit period does not exceed the original proposed amount.

The IPA agrees to work closely with the Auditor of State's office and the Public Office to resolve issues as they arise prior to performance of additional procedures perceived to be beyond the scope of a prudent proposal submitted in response to this Request for Proposals.

Note: If the contract requires MBE/EDGE participation (Section I.E), any change in hours must be evaluated to determine the impact on the 15% cost requirement. Any change in cost would impact the dollar amount required to be set aside for the MBE/EDGE firm. If the modification causes the hours to exceed 800, a MBE/EDGE firm must be added to the engagement for the affected period.

Hinkle Annual Financial Data Reporting System (Hinkle System)

As required by Ohio Revised Code 117.38, local public offices must file their annual financial reports with the Auditor of State (AOS). As described in Auditor of State Bulletin 2015-007, all entities required to file with the AOS must file electronically via the Hinkle Annual Financial Data Reporting System (Hinkle System).

As required by the Bulletin, any independent public accounting (IPA) firms contracted to perform audits for the AOS will audit the financial statements uploaded and submitted to the AOS via the Hinkle System. At the commencement of the audit, the IPA will verify with the entity that the financial statements submitted via the Hinkle System are the final, unaudited financial statements for the audit period. If the financial statements required modification, the entity must contact the AOS at HinkleSystem@ohioauditor.gov in order to re-file.

When financial statements filed via the Hinkle System are audited by the IPA firm, the Hinkle System will include an audit adjustment application which requires the IPA firm to key in audit adjustments for cities, counties, schools, community schools, townships, libraries and villages to Hinkle System data as part of the audit finalization procedures. The adjustments should be entered prior to submitting the final report package to ipareport@ohioauditor.gov.

Manner of Payment

The Auditor of State requires that electronic invoices be submitted for Auditor of State approval via the IPA Portal billing process prior to presenting the invoice to the Public Office for payment. No payments should be processed by the Public Office without Auditor of State approval.

Progress payments should be made on the basis of work completed during the billing period incurred in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month. Billings for work completed must be submitted to the Auditor of State timely.

For the final billing, invoices will be processed as above; however, they must provide total actual hours for the engagement. In addition, invoices must be submitted no later than 90 days after the release of the report by the Auditor of State's Clerk of the Bureau. Invoices may NOT be permitted to be submitted and accepted for processing after the 90 days have expired.

All invoices must certify that all amounts set forth therein are properly due and payable for work performed by the IPA and/or by the specified qualified subcontractors, if applicable.

Subject to approval of the billing, the amount paid to the IPA for each billing shall be the total amount billed. However, under no circumstances shall the total amount paid prior to final acceptance of the engagement work for the fiscal period in question exceed eighty (80) percent of the total fee for the current engagement fiscal period, as specified in the contract. Upon approval of the final reports by the Auditor of State, the IPA may submit an invoice for the remainder due for the current engagement fiscal period. No payment shall be construed as acceptance of the engagement work or of any reports by the Auditor of State.

The Auditor of State may inspect the records and work papers of the IPA and of any subcontractor to determine the validity of billings. Adequate records shall be maintained by the IPA to support all billings.

Date Final Report is Due

It is anticipated this process will be completed and the final report delivered by June 30 for each engagement period of the contract. The final report package should be e-mailed to ipareport@ohioauditor.gov no later than this date.

Affirmations

The IPA shall mark "Affirmed" or "N/A," as applicable, for each of the affirmations noted in the attached Mandatory Elements Form.

Cost: Refer to the attached Schedule of Professional Fees and Expenses for details related to the costs associated with this Extension.

Indemnification

The IPA shall indemnify, defend, and hold harmless the Auditor of State, and its personnel, officers, and employees from and against any claims, liabilities, expenses or suits relating to this Agreement or the services provided by the IPA under this Agreement as to any suit, action, or claim asserted or prosecuted by third parties solely for death, bodily injury, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligent acts or intentional misconduct of the IPA or its subcontractor while engaged in the performance of the Services; and, at its own expense in any such instances, the IPA shall pay all attorneys' fees, damages, court costs, and other expenses arising out of any such litigation or claim; and, at its own expense, the IPA shall satisfy and cause to be discharged any judgments as may be obtained against the Auditor of State or any of its personnel, officers, or employees pursuant to any such litigation or claim, provided, however, if there is also fault on the part of any entity or individual indemnified hereunder or any entity or individual acting on the Auditor of State's behalf, the foregoing indemnification shall be on a comparative fault basis.

SECTION II – EXTENSION INFORMATION (continued)

The IPA shall indemnify, defend and hold harmless the Auditor of State and its personnel from all Claims attributable to the claims or suits asserted or prosecuted by third parties for infringement by a Deliverable of any patent existing at the time of delivery and known to the IPA or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by the IPA or its subcontractors or use thereof in a manner not contemplated by the Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by the IPA, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by the IPA. If the Auditor of State or the Client's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the IPA, at its option and expense, shall have the right to (x) procure for Auditor of State and Client the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non infringing; provided that, if (y) or (z) is the option chosen by the IPA, the replacement or modified Deliverable is capable of performing substantially the same function. In the event the IPA cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, the IPA may require the Auditor of State and Client to cease use of such Deliverable and refund the professional fees paid to the IPA with respect to the Services giving rise to such Deliverable.

The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of the IPA, relating to a claim that any of the IPA's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

As a condition to the foregoing indemnity obligations, the IPA shall be given written notice of the assertion of such claims or suits for which indemnification is sought (an "Indemnity Claim") promptly after such matters are brought to the attention of the Auditor of State and shall cooperate in all reasonable and customary respects with the IPA in connection with any such Indemnity Claim, suit or claim covered by the indemnity obligation. The IPA shall be entitled to defend, settle, and control the handling of any such Indemnity Claim, in its sole discretion, with counsel of its own choosing. The IPA, however, shall not settle any such Indemnity Claim without the prior written consent of the Auditor of State (which shall not be unreasonably withheld) except such consent is not required if (1) the sole relief provided is the payment of monetary damages by the IPA or, to the extent that any non-monetary relief is provided, such non-monetary relief is applicable only to the IPA, (2) there is no admission of any fault or wrongdoing on the part of the Auditor of State, and (3) the compromise or settlement contains a full and unconditional release (other than a condition of receipt of payment from the IPA) of the Auditor of State from liability in respect of such Indemnity Claim. Subject to the assent of the Attorney General of Ohio, the Auditor of State shall be permitted to participate in (but not control) the defense and settlement of any such Indemnity Claim that impacts the interest of the state of Ohio and to employ separate counsel in connection with such Indemnity Claim. The fees and expenses of such separate counsel shall be at the Auditor of State's expense. Nothing contained herein, however, is intended to confer to any third party any right or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the IPA firm's liability for failure to comply with the terms of the Agreement or for professional negligence or misconduct.

The IPA shall be solely responsible to Auditor of State and the Client for the performance of the services provided by the IPA under this Agreement. The Client agrees that it will not bring any claims or suits arising from or relating to the IPA's performance of the services under this Agreement against the Auditor of State.

SECTION III – RECITALS/APPROVAL

Due to the need for a contract extension, as stated in SECTION II above, the parties with intent to be legally bound agree as follows:

1. IPA shall, in the performance of its engagements related to the Public Office for the fiscal period(s) set forth in the original Contract, previous Modification Agreements, and in this Agreement, perform all engagement work as set forth in the original Memorandum of Agreement, previous Modifications Agreements and in this Agreement;
2. The performance of the engagement work provided for in this Agreement, and all related payments provided for herein, shall in all respects be subject to the terms and conditions set forth in the original Contract;
3. Should this extension result in the total hours of the contract to exceed the threshold established for use of a MBE/EDGE subcontractor, the IPA shall follow all minority participation and other relevant requirements of the original contract. If applicable, the required MBE/EDGE subcontractor with respect to this Agreement will be:

Subcontractor: n/a

Address: n/a

4. Should this extension involve the use of other subcontractors, the IPA shall follow all relevant requirements of the original contract. If applicable, the other subcontractor with respect to this Agreement will be:

Subcontractor: n/a

Address: n/a

In the event of any conflict or inconsistency between the provisions of this Agreement and the parties' prior contract, the provisions of this Agreement shall control in all respects.

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

Kenneth Phillips, CPA
 Wilson, Phillips & Agin, CPAs

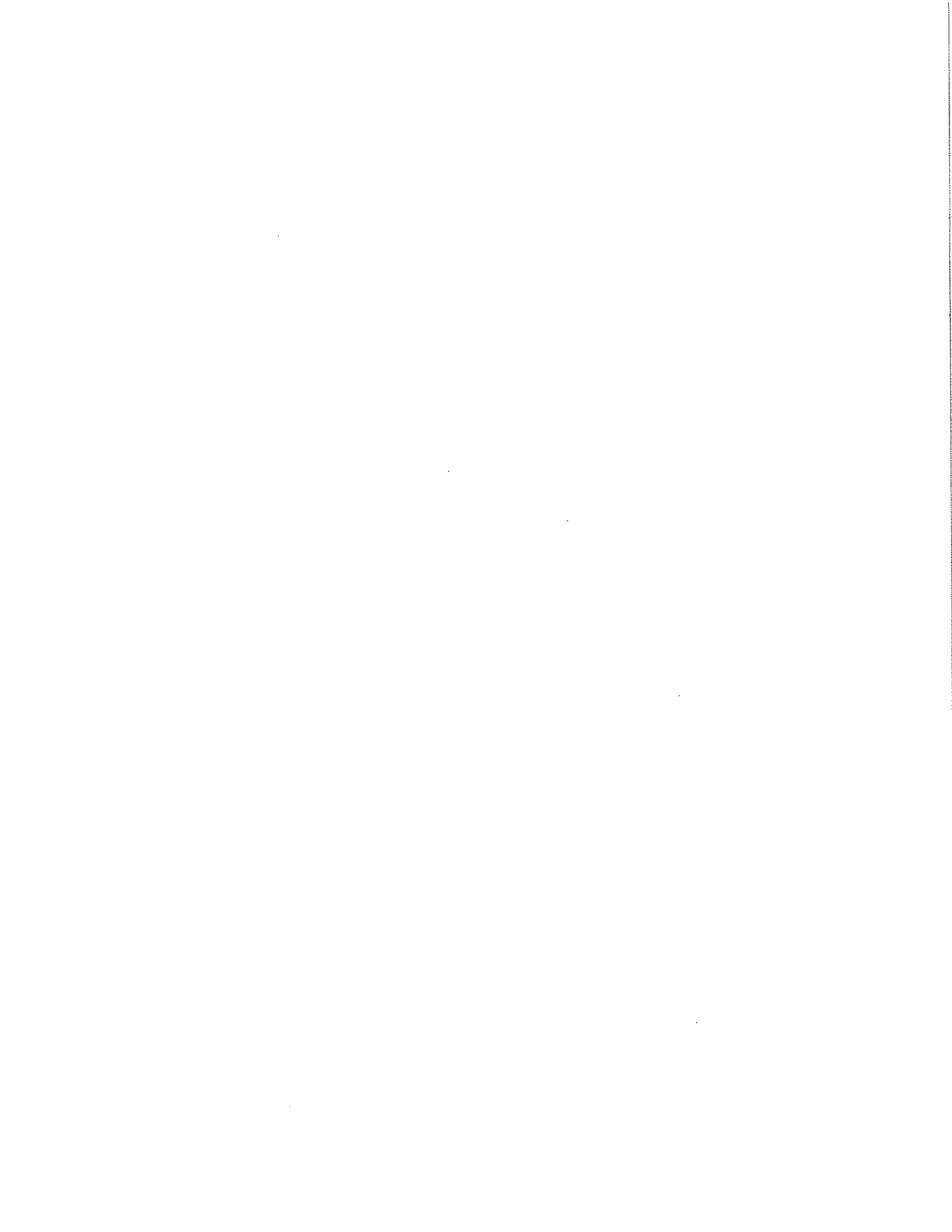
7/29/20
 Date

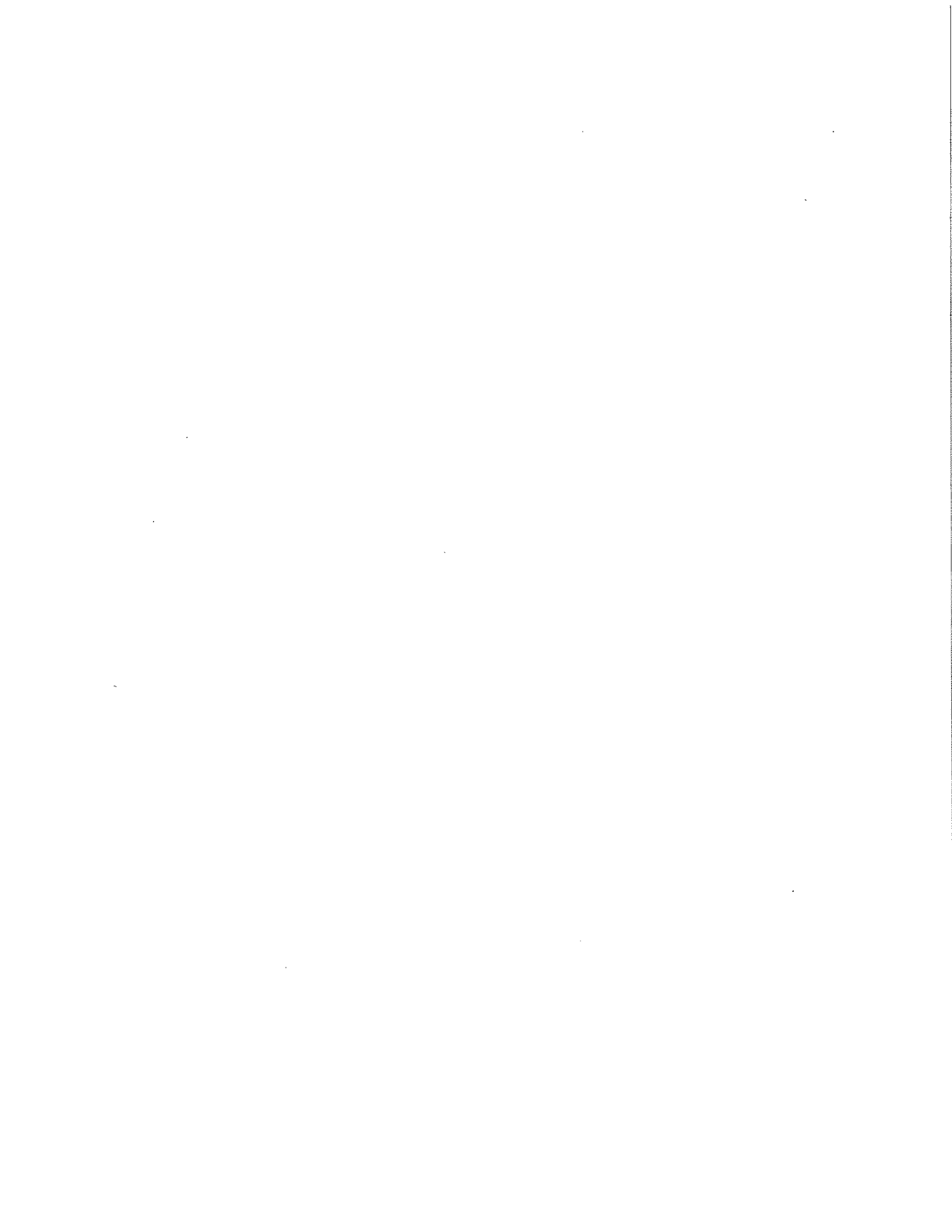
 Legislative Authority or Designee for Bazetta Township

 Date

 Auditor of State

 Date





**MANDATORY ELEMENTS
Required Affirmations**

PUBLIC OFFICE: Bazetta Township COUNTY: Trumbull
 CONTRACT NUMBER: 26635-0E233 CONTRACT PERIOD: 1/1/2019 - 12/31/2022

To be considered, the proposal must address every one of the elements. When these are not fully addressed, proposals will be considered non-responsive to the RFP and will not be evaluated further. Please ensure these affirmations are the first element of your firm's proposal and indicate your firm's agreement with the affirmation by checking the respective box for each affirmation.

1.	<u>CPA Licensure Laws</u> Our firm is licensed by the Ohio Accountancy Board to do business in Ohio and will remain in compliance with Ohio CPA licensure laws and rules.	<input checked="" type="checkbox"/> Affirmed
2.	<u>CPE requirements</u> Our firm and all assigned key professional staff are, and will remain, in compliance with governmental qualification standards, including governmental continuing education requirements.	<input checked="" type="checkbox"/> Affirmed
3.a.	<u>Peer Review (Opt. 1)</u> Our firm has undergone an external quality control peer review, conducted in accordance with generally accepted government auditing standards, within the last three years and received a pass rating. The current report is on file with the Auditor of State's Office.	<input checked="" type="checkbox"/> Affirmed <input type="checkbox"/> N/A
3.b.	<u>Peer Review (Opt. 2)</u> In accordance with GAGAS 3.97, our firm is not yet required to have an external quality control peer review, conducted in accordance with generally accepted government auditing standards. When required, our firm will have the appropriate peer review conducted and provide a copy of the report to the Auditor of State's Office.	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
4.	<u>Ohio Ethics Laws</u> Our firm and all assigned key professional staff are, and will remain, in compliance with the requirements of Ohio's Ethics Law, as applicable and found at § 2921.42 and in Chapter 102 of the Ohio Revised Code.	<input checked="" type="checkbox"/> Affirmed
5.	<u>Rules and Laws Regarding Conflicts of Interest</u> Our firm and all assigned key professional staff are, and will remain, in compliance with laws and rules regarding conflicts of interest.	<input checked="" type="checkbox"/> Affirmed
6.	<u>Unresolved Findings for Recovery</u> Our firm is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Rev. Code § 9.24, or our firm has taken appropriate remedial steps required under R.C. § 9.24. Our firm agrees that if this statement is deemed to be false, the contract shall be declared "void ab initio" between the parties, and <u>Bazetta Twp.</u> will not be obligated to pay for goods or services rendered under the contract. Any funds paid under the contract shall be remitted by our firm to <u>Bazetta Twp.</u> or an action for recovery of such payments may result.	<input checked="" type="checkbox"/> Affirmed
7.a.	<u>Independence - Nonaudit Services Provided (Opt. 1)</u> <ul style="list-style-type: none"> ➤ Our firm has listed and described in our proposal any and all nonaudit services that have been provided to <u>Bazetta Twp.</u> over the previous five (5) years from the date of our proposal or are expected to be provided during the contract term; ➤ Our firm and all assigned key professional staff are independent of <u>Bazetta Twp.</u> as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; ➤ Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and ➤ In providing such nonaudit services, our firm did not perform management functions, make management decisions for <u>Bazetta Twp.</u> nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work. 	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
7.b.	<u>Independence - Nonaudit Services NOT Provided (Opt. 2)</u> <ul style="list-style-type: none"> ➤ Our firm and all assigned key professional staff are independent of <u>Bazetta Twp.</u> as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; ➤ Our firm has not provided nonaudit services affecting the audit periods that involved performing management functions or making management decisions for <u>Bazetta Twp.</u>; and ➤ If selected, our firm will not provide nonaudit services to <u>Bazetta Twp.</u> during the term of the contract that would require our firm to perform management functions or make management decisions for the entity, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work. 	<input checked="" type="checkbox"/> Affirmed <input type="checkbox"/> N/A
8.	<u>Independence - Entity's Components</u> <ul style="list-style-type: none"> ➤ Our firm and all assigned key professional staff are independent of the entity's components listed in Section III (G); of the Request for Proposal. 	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A

9.a.	<p>Independence - Entity's Components - Nonaudit Services Provided (Opt. 1)</p> <ul style="list-style-type: none"> ➤ Our firm has listed and described in our proposal any and all nonaudit services that have been provided to <u>Bazetta Twp.</u>'s components listed in Section III(G) of the Request for Proposal over the previous five (5) years from the date of our proposal, or are expected to be provided during the contract term; ➤ Our firm and all assigned key professional staff are independent of <u>Bazetta Twp.</u>'s components as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; ➤ Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and ➤ In providing such nonaudit services, our firm did not perform management functions, make management decisions for <u>Bazetta Twp.</u>'s components nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work. 	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
9.b.	<p>Independence - Entity's Components - Nonaudit Services NOT Provided (Opt. 2)</p> <ul style="list-style-type: none"> ➤ Our firm and all assigned key professional staff are independent of <u>Bazetta Twp.</u>'s components as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; ➤ Our firm has not provided nonaudit services affecting the audit periods that involved performing management functions or making management decisions for <u>Bazetta Twp.</u>'s components; and ➤ If selected, our firm will not provide nonaudit services to <u>Bazetta Twp.</u>'s components during the term of the contract that would require our firm to perform management functions or make management decisions for <u>Bazetta Twp.</u>'s components, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work. 	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
10.	<p>Independence - Oversight Unit If Entity is a Component of Another Public Office</p> <p>Our firm and all assigned key professional staff are independent of the following Oversight Unit: <u>Bazetta Twp.</u></p>	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
11.a.	<p>Independence - Oversight Unit If Entity is a Component of Another Public Office - Nonaudit Services Provided (Opt. 1)</p> <ul style="list-style-type: none"> ➤ Our firm has listed and described any and all nonaudit services that have been provided to <u>Bazetta Twp.</u> over the previous five (5) years from the date of the proposal; ➤ Our firm and all assigned key professional staff are independent of <u>Bazetta Twp.</u> as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; ➤ Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and ➤ In providing such nonaudit services, our firm did not perform management functions, make management decisions for <u>Bazetta Twp.</u> nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work. 	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
11.b.	<p>Independence - Oversight Unit If Entity is a Component of Another Public Office - Nonaudit Services NOT Provided (Opt. 2)</p> <ul style="list-style-type: none"> ➤ Our firm and all assigned key professional staff are independent of <u>Bazetta Twp.</u> as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; ➤ Our firm has not provided nonaudit services affecting the audit periods that involved performing management functions or making management decisions for <u>Bazetta Twp.</u>; and ➤ If selected, our firm will not provide nonaudit services to <u>Bazetta Twp.</u> during the term of the contract that would require our firm to perform management functions or make management decisions for the entity, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work. 	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
12.	<p>Personal and External Impairments</p> <ul style="list-style-type: none"> ➤ Our firm and all assigned key professional staff have no personal or external impairments to independence due to relationships with <u>Bazetta Twp.</u>, and have listed and described in our proposal all our firm's professional relationships that could affect our impartiality or the appearance of impartiality involving the <u>Bazetta Twp.</u> or any of its agencies/agencies or components /agencies, components or oversight unit, as applicable for the past five (5) years from the date of the proposal; if appropriate, our proposal has included a statement explaining why such relationships do not constitute an independence issue relative to performing the proposed audit. ➤ Our firm shall give <u>Bazetta Twp.</u> and the Auditor of State written notice of any professional relationships entered into during the period of this agreement, relative to parties connected to this proposed engagement that could affect our impartiality or the appearance of impartiality. ➤ Prior to entering into any new agreement to provide any nonaudit service to <u>Bazetta Twp.</u> during the term of the contract, our firm will notify the Auditor of State through completion of the IPA Nonaudit Service GAO Independence Notification/Evaluation (Exhibit E of the RFP). By filing this form, our firm asserts the non-audit service does not impair our firm's independence. 	<input checked="" type="checkbox"/> Affirmed
13.	<p>Inappropriate Public Office Contact</p> <p>Our firm and all assigned key professional staff have not made, and will not make, any contact with personnel of the <u>Bazetta Twp.</u> regarding this request for proposal other than allowed by Section I. C. of the RFP.</p>	<input checked="" type="checkbox"/> Affirmed
14.	<p>Subcontractors</p> <p>If subcontractors are engaged, our firm will ensure the subcontractor(s) have met all applicable elements listed in the affirmations above.</p>	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
15.	<p>Irrevocable Offer</p> <p>Our firm's proposal is a firm and irrevocable offer for 90 days.</p>	<input checked="" type="checkbox"/> Affirmed

TOWNSHIP CERTIFICATE OF ESTIMATED RESOURCES
BAZETTA TOWNSHIP, TRUMBULL COUNTY, OHIO
as of 08-1-20 for 2020

FUND	UNENCUMBERED BALANCE 01-01-20	PROPERTY TAX	OTHER SOURCES	TOTAL
GENERAL	\$ 600,631.71	\$ -	\$ 67,966.79	\$ 996,599.50
		\$ 20,000.00	\$ -	
		\$ -	\$ 144,000.00	
MOTOR VEHICLE LICENSE	\$ 11,809.42	\$ -	\$ 8,000.00	\$ 19,809.42
GASOLINE TAX	\$ 157,481.38	\$ -	\$ 124,200.00	\$ 281,681.38
ROAD & BRIDGE	\$ 191,393.58	\$ (6,142.06)	\$ 24,000.00	\$ 473,793.58
CEMETERY	\$ 139,179.82	\$ -	\$ 268,915.00	\$ 408,094.82
POLICE DISTRICT	\$ 567,784.43	\$ 835,000.00	\$ 76,200.00	\$ 1,478,984.43
POLICE DISTRICT EQUIPMENT	\$ 23,437.91	\$ 65,000.00	\$ -	\$ 88,437.91
POLICE DISTRICT OMVI	\$ 4,169.15	\$ -	\$ -	\$ 4,169.15
FIRE DISTRICT	\$ 137,724.30	\$ (114,960.00)	\$ 302,800.00	\$ 1,365,524.30
DRUG LAW ENFORCEMENT	\$ 3,000.00	\$ 1,039,960.00	\$ -	\$ 3,000.00
SPECIAL ASSESSMENT	\$ 2,958.74	\$ -	\$ 12,000.00	\$ 14,958.74
GENERAL BOND NOTE RETIREMENT	\$ 21,997.65	\$ 140,000.00	\$ 11,000.00	\$ 172,997.65
PRIVATE PURPOSE TRUST	\$ 3,818.71	\$ -	\$ -	\$ 3,818.71
	\$ 1,865,386.80	\$ 2,427,400.00	\$ 1,260,081.79	\$ 5,311,868.59

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2020} And {07/31/2020}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
115 Incinerator overload or malfunction, fire	1	0.83%	\$0	0.00%
131 Passenger vehicle fire	1	0.83%	\$0	0.00%
141 Forest, woods or wildland fire	1	0.83%	\$0	0.00%
	<u>3</u>	<u>2.50%</u>	<u>\$0</u>	<u>0.00%</u>
2 Overpressure Rupture, Explosion, Overheat (no fire)				
243 Fireworks explosion (no fire)	1	0.83%	\$0	0.00%
	<u>1</u>	<u>0.83%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	0.83%	\$0	0.00%
321 EMS call, excluding vehicle accident with	76	63.33%	\$0	0.00%
322 Motor vehicle accident with injuries	5	4.16%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	6	5.00%	\$0	0.00%
381 Rescue or EMS standby	1	0.83%	\$0	0.00%
	<u>89</u>	<u>74.16%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
444 Power line down	4	3.33%	\$0	0.00%
	<u>4</u>	<u>3.33%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
511 Lock-out	1	0.83%	\$0	0.00%
553 Public service	1	0.83%	\$0	0.00%
554 Assist invalid	2	1.66%	\$0	0.00%
561 Unauthorized burning	1	0.83%	\$0	0.00%
	<u>5</u>	<u>4.16%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	4	3.33%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	7	5.83%	\$0	0.00%
622 No Incident found on arrival at dispatch	3	2.50%	\$0	0.00%
631 Authorized controlled burning	2	1.66%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be	1	0.83%	\$0	0.00%
	<u>17</u>	<u>14.16%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
733 Smoke detector activation due to	1	0.83%	\$0	0.00%

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2020} And {07/31/2020}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call	1	0.83%	\$0	0.00%

Total Incident Count: 120

Total Est Loss: \$0

BAZETTA

Aid Responses by Department

Alarm Date Between {07/01/2020} And {07/31/2020}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200							
20-0000638	07/11/2020	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci	912	Response Time: 00:07:10	#Appartus	0	1	0	0
20-0000662	07/21/2020	4 Automatic aid given	#Personnel	0	2	3	1
Their Inci	959	Response Time: 00:03:52	#Appartus	0	1	1	1
20-0000709	07/30/2020	3 Mutual aid given	#Personnel	0	1	0	0
Their Inci	1011	Response Time: 00:22:09	#Appartus	0	1	0	0
20-0000713	07/31/2020	2 Automatic aid received	#Personnel	3	0	0	0
Their Inci	2001015	Response Time: 00:05:58	#Appartus	1	0	0	0
Subtotal Responses: 4			Average Response Time for Dept: 00:09:47				

STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109							
20-0000668	07/22/2020	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci	2000923	Response Time: 00:13:20	#Appartus	0	1	0	0
Subtotal Responses: 1			Average Response Time for Dept: 00:13:20				

STA. 23 FOWLER FDID 78113							
20-0000652	07/17/2020	3 Mutual aid given	#Personnel	0	3	0	0
Their Inci	2000263	Response Time: 00:14:09	#Appartus	0	1	0	0
Subtotal Responses: 1			Average Response Time for Dept: 00:14:09				

STA. 32 HOWLAND FDID 78121							
20-0000606	07/03/2020	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci	1748	Response Time: 00:04:18	#Appartus	0	1	0	0
20-0000610	07/04/2020	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci	1757	Response Time: 00:06:29	#Appartus	0	1	0	0
20-0000637	07/11/2020	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci	1839	Response Time: 00:07:19	#Appartus	0	1	0	0
20-0000679	07/24/2020	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci	1944	Response Time: 00:07:07	#Appartus	0	1	0	0
20-0000713	07/31/2020	2 Automatic aid received	#Personnel	3	0	0	0
Their Inci	2002026	Response Time: 00:05:58	#Appartus	1	0	0	0
Subtotal Responses: 5			Average Response Time for Dept: 00:06:14				

Response time calculated from time notified to arrival.

BAZETTA

Incidents by Census Tract (Summary)

Alarm Date Between {01/01/2020} And {08/05/2020}

Census Tract	Count	Pct of Incidents	Est Losses	Pct of Losses
* < Not Reported >	82	11.26 %	\$6,000	7.44 %
1 . Ivy Hills	100	13.73 %	\$40,000	49.63 %
2 . Timber Creek / Timber Creek Heights	30	4.12 %	\$0	0.00 %
3 . West Side	193	26.51 %	\$1,100	1.36 %
4 . East Side	144	19.78 %	\$500	0.62 %
5 . Elm Rd South of 305	151	20.74 %	\$33,000	40.94 %
6 . Larry Ln Area	28	3.84 %	\$0	0.00 %
Total Incident Count: 728			Total Est Losses: \$80,600	

BAZETTA TWP. FIRE/EMS

Chief's Office

INTEROFFICE MEMORANDUM

Date: 8/6/2020

To: Trustee McBride, Trustee Parke, Trustee Webb,

From: Chief Dennis Lewis

Re: August 11, 2020 Trustee's Meeting

Trustee McBride – Trustee Parke – Trustee Webb,

Agenda items: **For Administration**

Agenda items: **For Fire Department**

1. Accept the Department of Homeland Security for our application for Financial Assistance submitted under Fiscal year (FY) 2019 Assistance to Firefighters Grant for the amount of \$39,047.62. As a condition of this award, we are required to contribute a cost match of (5%) \$1,952.38 of non-Federal Funds for a total expenditure(s) of \$41,000.00. Attached award notification
2. To approve an expenditure of \$2,469.62 with Spartan Armor Systems for 6 Spartan Armor Systems (bullet proof vest). Quote attached.

Note: \$1500 donation from LOAF and the remaining amount of expenditure will be paid for by an EMS grant. No use of local tax payer dollars.

3. To approve an expenditure of \$6,695.00 with Hudson Communications LLC for purchase and installation of 3 wireless headsets. Quote attached

Note: With the new Marc's radio equipment that was received by grant; old headsets do not work with new portable radios. This is the least expensive way to achieve safety for our firefighters.

4. To approve an expenditure of \$2,286.25 of COVID Cares Money for the joint purchase with Howland, Cortland, Champion Fire Departments of a fit tester. Email sent to all Trustee's.

Note: This tested will be able to do N95 mask and SCBA's mask. Each jurisdiction will also be able to test the N95 mask worn by our police agencies.

Non agenda items:

1. Submitted Fire Department July 2020 monthly report. Copies attached.

Professionally,
Dennis Lewis
Fire Chief

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Dennis Lewis
BAZETTA TOWNSHIP
3000 WARREN MEADVILLE RD
CORTLAND, OH 44410



EMW-2019-FG-04537

Dear Dennis Lewis,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$39,047.62 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$1,952.38 for a total approved budget of \$41,000.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, which appears to read "Bridget Bean". The signature is written in a cursive style.

Bridget Bean
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: BAZETTA TOWNSHIP

DUNS number: 123167520

Award number: EMW-2019-FG-04537

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$41,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
<hr/>	
Federal	\$39,047.62
Non-federal	\$1,952.38
<hr/>	
Total	\$41,000.00
<hr/>	
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Equipment

Vehicle Extrication Equipment

DESCRIPTION

1 Battery Operated Spreader, 1 Battery Operated Cutter, 1 Battery Operated Ram, 2 Battery Operated Combination Tools.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$41,000.00	\$41,000.00	Equipment

CHANGE FROM APPLICATION

Cost 1 Price from **\$47,753.00** to **\$41,000.00**

JUSTIFICATION

This reduction is because the cost you requested for extrication equipment exceeds the average price range calculated from market research and prior awards for the same item.

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: BAZETTA TOWNSHIP

DUNS number: 123167520

Award number: EMW-2019-FG-04537

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- Article 3 Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article 4 Activities Conducted Abroad**
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information (PII)**
Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- Article 15 Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 16 False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 17 Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 18 Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- Article 19 Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Article 20 Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FG-04537	2. Amendment No. N/A	3. Recipient No. 340939309	4. Type of Action AWARD	5. Control No. WX02929N2020T		
6. Recipient Name and Address BAZETTA TOWNSHIP 3000 WARREN MEADVILLE RD CORTLAND, OH 44410		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Dennis Lewis		9a. Phone No. 3306374136	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/20/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/27/2020 to 07/26/2021 Budget Period 07/27/2020 to 07/26/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9-GB01 - P431-xxxx-4101-D	\$0.00	\$39,047.62	\$39,047.62	\$1,952.38
Totals			\$0.00	\$39,047.62	\$39,047.62	\$1,952.38
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Bridget Bean, Assistant Administrator Grant Programs Directorate	07/20/2020

Invoice

Estimate

Spartan Armor Systems



Address
1830 W Copper St
Tucson, AZ 85745
Phone: (520) 396-3335
Email: info@spartanarmorsystems.com

Order #	Date
S10004	07/28/2020



Bill To:
Bazetta Township Fire Department Chief Dennis Lewis 3000 Warren Meadville Road Cortland, OH 44410

Ship To:
Bazetta Township Fire Department Chief Dennis Lewis 3000 Warren Meadville Road Cortland, OH 44410

Customer: Bazetta Township Fire Department

Contact: Bazetta Township Fire Department

Memos

Date	User	Memo

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
wburtness	Net 30	Origin	USPS1		07/28/2020

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Kit	SAS-AR550PKG-LEGION-FC-BK-KIT - Spartan Armor Systems Level III+ AR550 and Sentinel Legion XL Plate Carrier Package - Black	\$509.24	3 ea	\$ 1,527.72
2	Sale	SAS-5501114-SGL-FC - AR550 Armor 11x14 Single Plate - Full Coat	\$0.00	6 ea	\$ 0.00
3	Sale	SAS-LEGION-BK - Spartan Armor Systems Legion XL Plate Carrier - BK	\$0.00	3 ea	\$ 0.00
4	Kit	SAS-PKG550-STNL-BK-FC-KIT - SPARTAN ARMOR SYSTEM SENTINEL AR550 PLATE CARRIER PACKAGE	\$459.24	3 ea	\$ 1,377.72
5	Sale	SAS-5501012-SGL-FC - AR550 Armor 10x12 Single Plate - Full Coat	\$0.00	6 ea	\$ 0.00
6	Sale	SAS-STNL-BK - Spartan Armor Systems Sentinel Plate Carrier Black	\$0.00	3 ea	\$ 0.00
7	Kit	SAS-55066-FC - AR550 Armor 6x6 Side Plates Set of Two - Full Coat	\$0.00	6 ea	\$ 0.00
8	Sale	SAS-AR55066-SGL-FC - AR550 6x6 Side Plate Single - Full Coat	\$0.00	12 ea	\$ 0.00
9	Sale	FIRE-BK-RED-73 - FIRE PATCH BLACK BACKING RED FONT 7 x 3	\$0.00	6 ea	\$ 0.00
10	Sale	FIRE-BK-RED-4.51.5 - FIRE PATCH BLACK BACKING RED FONT 4.5 x 1.5	\$0.00	6 ea	\$ 0.00
11	Subtotal	Subtotal			\$ 2,905.44
12	Discount	Law Enforcement Discount			-\$ 435.82
13	Subtotal	Subtotal			\$ 2,469.62

Invoice

Estimate



Spartan Armor Systems

Address

1830 W Copper St

Tucson, AZ 85745

Phone: (520) 396-3335

Email: info@spartanarmorsystems.com

Order #	Date
S10004	07/28/2020



Subtotal:	\$2,469.62
Sales Tax:	\$0.00
Total:	\$2,469.62
Paid:	\$0.00
Balance Due:	\$2,469.62

Approval: _____ Date: _____

HUDSON

Communications, LLC

84 Stanhope Kelloggsville Rd.
 Pierpont, OH 44082
 www.hudson-comm.com
 844-44COMMS

Proudly quoted to:

Bazetta Fire Department
 3300 Warren-Meadville Rd.
 Cortland, OH 44410

Quote #	1413
Quote Date	08-03-20
Total	\$6,695.00

Item	Description	Unit Cost	Quantity	Line Total
David Clark	U9922-G38 WIRELESS GATEWAY	\$840.00	2.0	\$1,680.00
David Clark	U9910-BSW WIRELESS BELT STATION	\$615.00	3.0	\$1,845.00
David Clark	H9940 WIRELESS HEADSET	\$525.00	3.0	\$1,575.00
David Clark	U9910 Battery Pack (2) Spare units.	\$60.00	5.0	\$300.00
David Clark	A99-14CRG 4 UNIT 41034G-02 CHARGER	\$350.00	2.0	\$700.00
David Clark	C99-14DC1 10' 12VDC POWER CORD FOR 4 UNIT CHARGER	\$50.00	2.0	\$100.00
Labor	Install Wireless gateway (1) and Charging station into Ladder and Rescue. Interface to existing system, removing the driver position in each Truck for installation of the U9922 Wireless Gateway.	\$75.00	6.0	\$450.00
Shipping	Shipping	\$45.00	1.0	\$45.00

Subtotal	\$6,695.00
Tax	\$0.00

Disclaimer

Quote Total	\$6,695.00
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All Quotes valid for 30 days.

If you are ready to proceed with an order- PRINT then SIGN and EMAIL or TEXT us back- 844-442-6667

Signed: _____

Date: _____

July 2020 Bazetta Police Department Activity



Published Date: August 5, 2020

Activity	Total
Calls for Service	426
Incident Reports Filed	94
Traffic Crash Investigations	9
Number of Persons Arrested	36
Traffic Offenses	30
Traffic Citations Issued	21
Vehicle Miles Traveled	6,927.00
Office Contacts	237

Numbers are subject to change due to report status and other circumstances

Bozetta Township Police - 2019-2020 Monthly Comparison Chart

	2019												Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Calls for Service	391	380	486	425	526	619	683	668	543	531	501	430	6183
Incidents Filed	92	85	136	133	148	126	132	124	145	137	134	85	1477
Traffic Crash Investigations	18	11	15	12	20	10	9	6	11	13	20	12	157
Number of Persons Arrested	21	28	66	67	80	54	39	55	55	55	60	32	612
Traffic Offenses	22	37	57	60	61	31	38	23	61	49	49	33	521
Miles Traveled	6,970.70	6,669.60	8,063.00	7,408.70	6,896.50	7,153.10	8,564.50	7,843.80	8,130.90	8,662.50	8,335.90	8,300	92,999.20

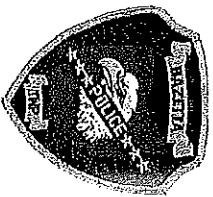
	2020												Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Calls for Service	393	393	304	234	374	442	426						2566
Incidents Filed	99	84	89	53	99	121	94						639
Traffic Crash Investigations	12	10	4	5	10	9	9						59
Number of Persons Arrested	38	35	28	7	29	60	36						233
Traffic Offenses	30	25	13	2	15	21	30						136
Miles Travel	8017.9	6772.3	6511.5	5929.4	6937.1	6952.3	6927						48047.5

Bazetta Township Police Department

Year to Date Analysis July 2019 Comparison to July 2020

Chief Christopher G. Herlinger

Sgt. Jake Abbott



↑↓Percentage Difference from 2019 - 2020

	2019	2020	
Calls for Service	683	426	-37.628 ↓
Incidents Filed	132	94	-28.788 ↓
Traffic Crash Investigations	9	9	0
Number of Persons Arrested	39	36	-7.692 ↓
Traffic Offenses	38	30	-21.052 ↓
Miles Traveled	8564.50	6927	-19.120 ↓

Numbers published as of January 7, 2019 – subject to change Numbers updated on 11/07/2019