MEMORANDUM



TO: Barbara McKinney FROM: Caroline Shaw DATE: November 20, 2019

RE: Organizational Assessment for the Police Department

Funding Source:

101-11-110000-53999 (Other Services and charges), 101-11-110000-53170

(Management Fees, Consultants, and Workshops)

Total Dollar Amount of Contract: \$52,800

Expiration Date of Contract: 12/31/2020

Renewal Date for Contract: n/a

Department Head Initials of Approval: CS

Due Date For Signature: A SAP

Record Destruction Date (Legal Dept to fill in): 203/

Legal Department Internal Tracking #: 19-642

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Barbara McKinney

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Caroline Shaw

Summary of Contract:

The Novak Consulting Group will perform an organizational assessment for the Police Department.

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE NOVAK CONSULTING GROUP

This agreement, entered into on this ____ day of November, 2019, by and between the City of Bloomington (hereinafter referred to as the "City") and The Novak Consulting Group (hereinafter referred to "Novak"), WITNESSETH THAT:

WHEREAS, the City wants to conduct an organizational assessment of its Police Department; and

WHEREAS, Novak has unique knowledge of municipal governments and a demonstrated ability to assist in accomplishing the objectives of the City; and

WHEREAS, the City desires to engage Novak to assist in its organizational assessment and Novak is willing to provide such services;

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

- Article 1. <u>Scope of Services</u>: Novak shall assist the City by executing the project described in the proposal submitted October 16, 2019, which is hereby incorporated herein by reference as Exhibit A, in a satisfactory and proper manner in accordance with direction provided by the City's representative or designee.
- Article 2. <u>Time of Performance</u>: Services of Novak shall be available upon receipt of an approved copy of this Agreement and shall be undertaken and completed in accordance with the project timeline found in Exhibit A.
- Article 3. <u>Personnel</u>: Novak represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this agreement. Such personnel shall not be employees of the City or have any contractual relationships with the City. All the services required hereunder will be performed by Novak or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

Article 4. Standard of Care: Novak shall be responsible for completing the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The City shall be the sole judge of the adequacy of Novak's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of Novak's performance. Upon notice to the Novak, and by mutual agreement between the parties, Novak will, without additional compensation, correct any services not meeting such a standard.

Article 5. <u>Responsibilities of the City</u>: The City shall provide Novak all necessary information regarding requirements for the Services. The City shall furnish Novak all such information as expeditiously as is necessary for the orderly progress of the work, and Novak shall be entitled to rely on the accuracy and completeness of the information. The City designates Caroline Shaw to act on its behalf with respect to this Agreement.

Article 6. <u>Compensation</u>: Novak will invoice City for services rendered as work is performed on the project, based on the submission of invoices monthly. The total amount of payment in accordance with this Agreement shall not exceed \$52,800, including all professional fees and expenses. Payment will be made by the City within 45 days of receiving notices. Novak will submit invoices to Caroline Shaw.

Caroline Shaw
Director of Human Resources
City of Bloomington
401 N. Morton Street
Bloomington, IN 47404
shawcaro@bloomington.in.gov.

Additional services not set forth in Article 1, or changes in services, must be authorized in writing by the City's project representative before such work is performed or before expenses are incurred. The City shall not make payment for any unauthorized work or expenses.

Article 7. <u>Appropriation of Funds:</u> Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity,

including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 8. <u>Termination for Convenience of City:</u> The City may terminate this Agreement at any time by giving at least fifteen days' notice in writing to Novak. If Novak is terminated by the City as provided herein, Novak will be paid for the services performed to the time of termination.

Article 9. <u>Identity of the Contractor</u>: Neither Novak nor its employees are considered to be employees of the City, for any purpose whatsoever. Novak is an independent contractor in the performance of the services described herein. Novak shall be responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment and any other federal, state or local taxes required to be withheld from employees or payable on behalf of employees.

Article 10. <u>Ownership of Documents and Intellectual Property:</u> All documents, drawings and specifications, including digital format files, prepared by Novak and furnished to the City as part of the Services shall become the property of the City. Novak shall retain its ownership rights in design, drawing details, specifications, data bases, computer software and other proprietary property. intellectual property developed, used or modified in the performance of the Services shall remain the property of Novak.

Article 11. <u>Indemnification</u>: To the fullest extent permitted by law, Novak shall indemnify and hold harmless the City of Bloomington and its officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property (collectively "Claims") but only to the extent that such claims are found on a comparative basis of fault to be caused by any negligent act or omission of Novak or Novak's officers, directors, partners, employees or sub-consultants in the performance of Services under this agreement.

Article 12: <u>Conflict of Interest</u>: Novak declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. Novak agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. <u>Waiver:</u> No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 14. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 15. <u>Assignment:</u> Neither the City nor Novak shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Novak may assign its right to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. <u>Third Party Rights:</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Novak.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any dispute arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: Novak shall comply with City of Bloomington Ordinance 2.21.020 and all other applicable federal, state and local laws and regulations governing non-discrimination in employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City has engaged in such conduct towards Contractor and/or any of its employees, Contractors or its employees may file a complaint with the City

department head in charge of the Contractor's work or with the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds any City employee engaged in such prohibited conduct.

Article 19. <u>Compliance with Laws:</u> In performing the Services under this Agreement, Novak shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations.

Article 20. <u>E-Verify.</u> Novak is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Novak shall sign an affidavit, attached as Exhibit B, affirming that Novak does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1234a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. attorney general.

Novak and its sub-contractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contact with a person that Novak or its sub-contractor subsequently learns is an unauthorized alien. If the City obtains information that the Novak or its sub-contractor employs or retains an employee who is an unauthorized alien, the City shall notify Novak or its subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of the notice. If Novak or its sub-contractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that Novak or its sub-contractor did not knowingly employ an unauthorized alien. If Novak or its sub-contractor falls to remedy the violation within the 30-day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement under this Article, Novak or its sub-contractor is liable to the City of actual damages.

Novak shall require any sub-contractor performing work under this Agreement to certify to Novak that, at the time of certification, the sub-contractor does not knowingly employ or contract with an unauthorized alien and the sub-contractor has enrolled in and is participating in the E-Verify program. Novak

shall maintain on file all sub-contractor certifications throughout the term of the Agreement with the City.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Clfy:

Novak Consulting Group

Caroline Shaw
City of Bloomington
401 N. Morton
Bloomington, IN 47404

Julia D. Novak 26 E. Hollister Street Cincinnati, OH 45219

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Novak.

Article 22. <u>Intent to be Bound:</u> The City and Novak each bind itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. <u>Integration and Modification</u>: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and Novak. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties herein.

Article 24. <u>Non-Collusion</u>: Novak is required to certify that is has not, nor has any other member, representative or agent of Novak, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Novak shall sign an affidavit, attached hereto as Exhibit C, affirming that Novak has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

Article 25. Entire Agreement. This agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution thereof or contemporaneous herewith.

Article 26. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity of enforceability of any other part of this Agreement so long as the remainder of this Agreement is reasonable capable of completion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

Plulppull-Y (name and title)	Guthrie, Corp	rotation Co	unsel
(name and title)	Junione, Corp	w igwood co	

Date

NOVAK CONSULTING GROUP

(name and title)

PRESIDENT

Date

CITY OF BLOOMINGTON Legal Department

Reviewed By:

CITY OF BLOOMINGTON Controller

Reviewed by:

Exhibit A

City of Bloomington

Organizational Assessment: Police Department

October 16, 2019



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Cover Letter

About The Noval	Consulting Group	ļ



October 16, 2019

Caroline Shaw Director of Human Resources City of Bloomington 401 N. Morton Street Bioomington, IN 47404

Dear Ms. Shaw:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local governments and nonprofit organizations. The firm was originally established as Public Management Partners in 2001. Since then, we have been providing our clients with the best thinking and execution in organizational design, development, and improvement.

We are pleased to submit this proposal for an Organizational Assessment of the Bloomington Police Department. This proposal is based on our understanding of the City's interests, as well as our experience completing similar work for other jurisdictions across the country.

Our project team for Bloomington is composed of skilled professionals, seasoned in local government with direct experience in all facets of local government public safety operations. Our team has had significant success working with many local governments to review operations, structure, and staffing with the goal of improving organizational performance and efficiency. Additionally, we are also skilled at developing performance measures to assist the organization in tracking progress toward the implementation of program improvements. We are confident our customized approach will provide the City with a plan for maximizing opportunities for economy, efficiency, and effectiveness while providing quality policing services to the community.

We look forward to the opportunity to serve Bloomington. Please contact me at (513) 309-0444 or <u>inovak@thenovakconsultinggroup.com</u> should you have any questions.

Julia D. Novak President

About The Novak Consulting Group

For nearly a decade, a highly respected management consulting firm named Public Management Partners helped a variety of organizations function more effectively. Through the years, the firm built a sizeable client base of predominantly local governments and nonprofit organizations in the Midwest. Projects ranged from those as small as conducting community workshops to those as sweeping as analyzing the operational efficiency of entire departments within a city or county.

In 2009, Julia D. Novak acquired Public Management Partners and founded The Novak Consulting Group, staffed by consultants with decades of collective experience. With The Novak Consulting Group, Julia built on Public Management Partners' reputation for innovation and results while expanding the company's services nationwide. Her company meets a wider range of needs, consulting with governments in the areas of public works, public safety, human resources, finance, planning, IT, and more. We provide our clients with the best thinking and execution in organizational design, development, and improvement. Our three practice areas include:

- Organizational Assessment
- Strategic Planning and Facilitation
- Executive Search

The Novak Consulting Group is a national firm that provides unparalleled service to our clients. Leaders in local governments and nonprofit communities have come to rely on The Novak Consulting Group for high caliber advice developed through subject matter expertise and customized project approaches.

- **Focused expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.
- **Flexibility to serve you better.** We employ a core staff of senior-level consultants and draw from our pool of subject matter experts when their expertise can help us serve you better. This approach results in a more responsive and efficient project providing the services that you desire and the results that you need.
- Decades of collective experience. Our associates and subject matter experts have decades of experience in strengthening local governments and nonprofit organizations.
 They've served in a wide range of positions, from city manager to public works director to director of management information systems.
- Personal service from senior-level consultants. You appreciate it when deadlines
 are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box
 thinking. While a large firm may assign your business to junior-level people, our firm and
 approach provide exceptional service from senior-level consultants.

The Novak Consulting Group is a women-owned firm led by President Julia Novak. The firm is staffed with local government professionals, including full-time associates and subject matter specialists. The firm is headquartered in Cincinnati, Ohio, with employees based in Washington, D.C, California, Florida, Kansas, New Hampshire, North Carolina, Tennessee, and Wisconsin.

Work Plan

Public safety is one of the primary reasons that local government exists. Communities form to govern themselves, establish standards and laws, and determine how to best enforce those rules through a variety of governmental services. Police departments engage in protecting the public and exist to provide whatever level of service the community deems appropriate. While there are standards and "best practices" for various law enforcement programs, ultimately it is the decision of the local community to determine what level of service it desires and is willing to fund and, just as importantly, to determine funding and service level priorities when resources are constrained.

We approach reviews of law enforcement operations with this in mind. As we evaluate the level of service that is currently provided, we also look for indicators of satisfaction or dissatisfaction with the existing standards and help identify solutions to provide a better fit for each community. Our approach is to understand what the community needs, its public safety priorities, and the service delivery constraints, then identify actionable solutions to help achieve those goals.

The Novak Consulting Group and its staff have extensive experience working with local government clients in the area of public safety. Our focus is on providing solutions that work within the available resources and culture of the organizations we assist. The most innovative solutions in the world are valueless if they cannot be implemented or will not be accepted by the community and the department personnel who will be tasked with implementation. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively. There is no value to a consulting study that, once completed, occupies shelf space never to be opened again. We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed.

We recognize that there will always be competing interests between the level of services and its cost. Defining "good enough" is a significant challenge that is aided by knowing that the work is both necessary and delivered as efficiently as possible. As resources diminish, we often find that organizations become increasingly reactive at a significant cost both to current and future operations. Maintaining planned, proactive approaches consistently generates a better, more cost-effective result, particularly when evaluated over time. Every organization develops traditions, practices, and routines. It is essential that these are subject to regular review and analysis to ensure that they continue to represent best practices that meet the needs of the community.

The City of Bloomington is seeking a study to evaluate the efficiency, effectiveness, and staffing of the Police Department. The Novak Consulting Group is proposing a scope of work that will create a framework for organizational improvements. The following details the proposed work plan.

Activity 1 - Begin Engagement

The Novak Consulting Group will begin this engagement by meeting with the representatives from the Mayor's Office, Human Resources, and the Police Chief to review the details and expectations of this effort and finalize the project schedule. Additionally, we will meet with the Command Staff to hear their perspectives about current operations, structure, staffing, communication, and culture in the Department.

We will request and review all relevant background information about the Police Department, including budgets, organizational charts, SOPs, shift schedule configuration, and other relevant workload information and policy documents.

These meetings will serve as the first step in an iterative communication process that will span the course of the project. Throughout the engagement, we will regularly update the project team on the progress of our work. We will provide status reports to ensure the schedule and anticipated deliverables are being achieved as promised. Our goal and commitment are to ensure that there are no surprises when the final project report is delivered to the City. Each area of analysis, as well as major issues and recommendations, will be vetted and discussed with the project team as the analytical process and project timeline unfolds.

Activities 2 - Develop Demand Profile

The Novak Consulting Group will review and analyze existing data provided by the City, along with data and information gathered from our interviews in the next activity, to assess staffing. We will work with staff to obtain CAD/RMS data so we can analyze such issues as time spent on dispatched calls for service, scheduling, and overtime drivers. Based on our analysis, we will develop specific recommendations regarding staffing and deployment, as well as other operational issues for the Police Department. Additional items to be evaluated and considered include the following:

- Current staffing level: filled positions and vacant positions
- Current allocation and deployment practices
- Current minimum staffing goal
- Current scheduling practices
- Unallocated/proactive time available throughout all shifts independently of each other
- Allocated time for calls for services, follow-up, report writing, court, briefing, etc. throughout all three shifts independently of each other
- Current and projected population distribution, demographics, and crime patterns
- Hours of overtime worked
- Current shift relief factor compared to optimal shift relief factor
- City geography and patrol beat configuration
- Goals and objectives of the Command Staff related to staffing and meeting community expectations for levels of service
- Other work time (e.g., court appearances, IOD, and light duty)
- Document current patrol performance and workload levels
- Other relevant factors/issues

To assess service delivery for the Police Department, we will review the demand profile, including time spent on dispatched calls for service. A staffing profile will be developed using existing

established benchmarks for the Police Department. This profile will estimate staffing requirements that would be needed to achieve management-specified performance objectives and best practice guidelines for proactive policing.

The Novak Consulting Group will conduct a workload-based staffing analysis for investigative personnel. We will analyze investigative workload by type, clearance rates, and investigative labor hour requirements to develop a unique service standard for the City of Bloomington. This standard will then be applied to the City's crime and investigative workload pattern to determine the appropriate number of investigators by specialization (e.g., robbery, homicide, domestic violence, etc.) to pair with Bloomington's crime profile.

Similar analytical approaches will be applied when analyzing the Department's civilian and support services staffing levels. For example, our approach concerning the administrative positions will be to develop a workload profile and identify the number of labor hours required to effectively complete core activities. We will further evaluate this profile within the context of fixed position staffing requirements to ensure that appropriate coverage is available for public interface.

Activities 3 - Conduct Field Work

During this project activity, we will develop a baseline understanding of operations, what works well, and what constraints managers, supervisors, and front-line personnel face in the daily delivery of service. Our work will be designed to identify operations issues relative to workload, deployment, command, oversight, and culture to determine what opportunities exist for improvement.

We employ several different techniques for learning about the department in order to collect sufficient data to understand operations and offer impactful recommendations. First, we will schedule and conduct confidential interviews with Command Staff and key line staff in the Police Department. The interviews cover the organization, structure, and volume of work; the business processes used to accomplish work; supervisory relationships; performance management; and perceived strengths and weaknesses. Next, we will conduct a series of group interviews with patrol sergeants, officers, detectives, and CSOs. We make a special effort to engage in conversations with employees from each level of the organization — sworn, civilian, command, supervisory, and front-line.

In addition to formal interviews, we conduct selected operational observations to understand how work is performed in your normal work environments. This will include walk-throughs in offices and worksite visits, as well as tours of law enforcement facilities and fleet and a ridealong/community tour, to better understand the community profile.

Through these activities, we will develop an understanding of how the Police Department functions and will perform a gap analysis designed to address current constraints and challenges in the Department. It also provides an opportunity to refine the demand profile and test the staffing analysis against the reality of daily workload in Bloomington.

Activities 4 – Assess Operations and Develop Recommendations

We will also assess operational policies and procedures, as well as other relevant personnel rules and provisions that impact the efficient operations of policies services. The project team will review your documented policies and procedures to address and resolve the following questions:

- Are the manuals/documents complete? Do major gaps exist relating to operations?
- Are your policies and procedures updated frequently enough to reflect legal, procedural, and community changes?
- Do multiple, conflicting, or overlapping policies and procedures exist within the service area?
- Which policies and procedures foster efficiency and effectiveness, and which ones are hindrances? In the latter, what is the business case in support of the policy, and can it be altered?

This analysis will inform our recommendations regarding the organizational alignment of the command, patrol, investigative, administrative support functions, and the policies, procedures, and practices that drive organizational culture.

After the above tasks, The Novak Consulting Group will prepare a summary of our observations and recommendations. We will meet with the project team to review the summary. Additional follow-up on Issues or analysis will be conducted as needed.

Activity 5 - Prepare Deliverables

Once recommendations have been finalized, The Novak Consulting Group will prepare a draft report. The report will include an executive summary, our methodology and approach, and a thorough description of all recommendations for the City of Bloomington. We will provide the draft to the City to review for factual accuracy and to discuss content and approach.

Following a review of the draft report by the City, we will prepare the final report based on project team feedback. The final report will include an Implementation Plan to provide additional detail on recommendations and to support implementation efforts by the Department. It includes detailed steps and priorities for each recommendation and offers a framework for implementation that can be used to carry forward the momentum of the study.

Schedule

We anticipate completion of the scope of work outlined in this proposal will require 14-16 weeks. We expect to develop a refined schedule with the City during Activity 1, based on the City's needs.

Cost

The total fixed fee for completion of the scope of work is \$52,800, including all professional fees and expenses for The Novak Consulting Group.

It is our practice to invoice clients monthly based on work completed.

Exhibit B E-VERIFY AFFIDAVIT

1. The undersigned is the of
(job tifle) The Novak Consulting Group, Inc.
(company name)
 2. The company named herein that employs the undersigned Has contracted with or is seeking to contract with the City of Bloomington to provide services; OR Is a subcontractor on a contract to provide services to the City of Bloomington.
 The undersigned hereby states that, to the best of his or her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien" as defined at 8 United States Code 13241(h)(3). The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.
Signature
Julia D. Novak
Printed name
STATE OF INDIANA Ohio) SS: Hamilton
COUNTY OF)
Before me, a Notary Public in and for said County and State, personally appeared

Notary Public's Signature

My commission expires: 3/14/2024

Printed name of Notary Public

County of Residence: Hamilton



JAMES J. TWOREK Notary Public, State of Ohio My Commission Expires 03-14-2024

EXHIBIT C NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Laffirm under the penalties of perjury that the foregoing facts and information

OATH AND AFFIRMATION

JAMES J. TWOREK
Notary Public, State of Ohio
My Commission Expires 03-14-2024

County of residence: Hamilton

Printed name of Notary Public Javes J. Howek



JAMES J. TWOREK

Notary Public, State of Ohio

My Commission Expires 03-14-2024