



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**4:00 p.m., January 11, 2024**

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

*To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>*

**Call to Order by Mayor Gina Leichty**

**Approval of Minutes: January 4, 2023**

**Approval of Agenda**

**1) Fire Department request:** Approve the hiring of **Douglas Burggraf** as a Private First Class Firefighter

**2) Fire Department request:** Approve the hiring of **James Michael White** as a Private First Class Firefighter

**3) Fire Department request:** Approve the hiring of **Jordan Hunter** as a Private First Class Firefighter

**4) Police Department request:** Promote Sergeant **Corey Mosher** to the rank of Lieutenant

**5) Police Department request:** Promote Patrol Officer **Alexandro Rosales** to the rank of Sergeant

**6) Police Department request:** Promote Patrol Officer **Manuel Aldana Garcia** to the rank of Sergeant

**7) Oaths of Office:** For members of the Board of Public Works and Safety

**8) Legal Department:** Approve Resolution 2024-03, Special Purchase of Motorola Radios

**9) Legal Department request:** Approve Resolution 2024-04, Grant Agreement for 2024 Edward Byrne Memorial JAG Program Funds



**10) Water & Sewer Office requests:** Move uncollected finalized accounts from active to collection, sewer liens and write offs – \$2,006.37 for the period through Aug. 25, 2023 and \$6,937.60 through Oct. 16, 2023

**11) Engineering Department request:** Approve an extension of the approval for the two-day closure of 10th Street, south of Douglas Street, through Feb. 2, 2024

**12) Engineering Department request:** Enter into an agreement with Eaton Corporation for \$73,287.00 to recondition five wastewater DS breakers as backups units for the wastewater treatment plant's switchgear power system

**13) Engineering Department request:** Approve the balancing Change Order No. 5 for the Asphalt Paving Project, decreasing the contract by \$516,247.34, for a final contract amount of \$2,134,246.81

**14) Clerk-Treasurer's Office request:** Approve \$3,401,470.62 of encumbrances from the City of Goshen 2023 budget into the 2024 budget

**15) Board of Public Works & Safety action:** Appoint a member to the Plan Commission

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD**  
**MINUTES OF THE THURSDAY, JANUARY 4, 2024 REGULAR MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers, Barb Swartley and Mary Nichols

**Absent:** None

**CALL TO ORDER:** Mayor Gina Leichty called the meeting to order at 4:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Dec. 18, 2023, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board Member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board Member Mary Nichols. Motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as submitted by the Clerk-Treasurer. Board member Landis moved to accept the agenda as presented. Board member Nichols seconded the motion. Motion passed 5-0.

**1) Mayor/Clerk-Treasurer request: Approve 2024 Board meeting calendar**

Mayor Leichty told the Board that in 2024, the meetings of the Board of Public Works and Safety will be moved from Mondays at 2 p.m. to Thursdays at 4 p.m., except there won't be meetings on the third Thursdays of the month. She said Clerk-Treasurer Richard R. Aguirre wanted to comment on the resulting impact on City staff deadlines.

Clerk-Treasurer Aguirre said the Clerk-Treasurer's Office communicated to all City Department heads and administrators about how this change would affect their workflows because everyone was accustomed to the Monday Board meetings with claims processed the previous Thursday and Friday, approval on Monday and then payment later in the week. This year, he said claims will be due by 5 p.m. Monday, processed Tuesday and Wednesday and then approved by the Board on Thursday. He said there will be weeks when the deadline will be the previous Friday, when Monday is a City holiday.

Aguirre said claim payments will be processed the day after the Board meeting and paid on the Monday following the Board's Thursday meeting. He said this change will work out well even though it will change workflows. He added that City Department heads and administrators have proven to be very resilient and said things should work as well as before with just some different timing.

Mayor Leichty thanked Board members for their flexibility and willingness to allow the move to Thursday meetings. Landis/Nichols made a motion to approve the 2024 Board meeting calendar. Motion passed 5-0.

**2) Police Department request: Conditional Offer of Employment to David Michael Stump**

On behalf of the Police Department, Shannon Marks, the Legal Compliance Administrator for the City Legal Department, recommended that the Board extend a conditional offer of employment to David Michael Stump, as well as approve a Conditional Offer of Employment Agreement and authorize the Mayor to execute the agreement on behalf of the City and the Board.

Marks said the agreement sets forth the conditions that Stump must meet prior to beginning employment with the Police Department as a probationary patrol officer, which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund.



**Marks** said Stump has an active certification with the Indiana Law Enforcement Training Board and was previously employed with the Goshen Police Department. The Police Department will request that the Board confirm the offer of employment when a position becomes available.

**Landis/Nichols made a motion to extend and approve a conditional offer of employment to David Michael Stump as a probationary patrol officer and authorize the Mayor to execute the agreement. Motion passed 5-0.**

**3) Legal Department request: Pass Resolution 2024-02, Documenting the Submission of the 2023 Annual Certifications by City of Goshen Elected Officers**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** told the Board that Resolution 2024-02, which was attached to the Board's agenda packet, would document the submission of the annual Certifications by all City of Goshen elected officers related to the state statutes and City policies regarding the employment of relatives by the City and contracting with the City.

**Accompanying the resolution were signed and notarized certifications from the following elected officers: Mayor Gina Leichty, Clerk-Treasurer Richard R. Aguirre, City Judge Richard L. Mehl, Councilor Donald E. Riegsecker (District 1), Councilor Douglas L. Nisley (District 2), Councilor Matthew P. Schrock (District 3), Councilor Megan Peel (District 4), Councilor Gilberto Pérez Jr. (District 5), Councilor Julia King (At-Large), and Councilor Brett F. Weddell (At-Large). Each certified, under the penalties for perjury, that:**

- (1) The elected officer has not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) The elected officer has not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) The elected officer has not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) The elected officer is in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) The elected officer is in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) The elected officer is in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

**Landis/Nichols made a motion to pass Resolution 2024-02, Documenting the Submission of the 2023 Annual Certifications by City of Goshen Elected Officers Motion passed 5-0.**

**4) Legal Department request: Approve the terms and conditions of the agreement and addendum with Flock Group, Inc. for Flock Services, and ratify the Deputy Mayor's execution of the Agreement and Addendum on behalf of the City of Goshen and Goshen Police Department**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** told the Board that the City of Goshen and Flock Group, Inc. entered into prior agreements on Nov. 16, 2021, and August 15, 2022 for Flock Services which includes law enforcement investigation hardware, software and services.

**Marks** said the attached Agreement and Addendum co-terms and consolidates the 2021 and 2022 agreements under a single agreement with an initial term of 60 months commencing Jan. 1, 2024. There is no price increase under the new agreement. The annual fee for Flock Services is \$45,000, and a credit of \$3,027.40 will be applied toward the 2024 annual fees for amounts prepaid under the prior agreements.

**Marks** said that in order for the City to take advantage of the \$45,000 annual fee for the next five years, it was necessary for the Deputy Mayor to execute and return the agreement and addendum by Dec. 31, 2023.



**Landis/Nichols made a motion to approve the terms and conditions of the agreement and addendum with Flock Group, Inc. for Flock Services, and ratify Deputy Mayor Mark Brinson's execution of the agreement and addendum on behalf of the City of Goshen and the Police Department. Motion passed 5-0.**

**5) Legal Department request: Award the bid for the purchase of a mini excavator to Bobcat of Michiana as the only responsive and responsible bidder and approve and authorize Mayor Leichthy to execute the purchase agreement at a cost to the City of \$58,489.92**

**Brandy Toms, a paralegal with the City Legal Department,** told the Board that the City solicited sealed bids for the purchase of a mini excavator for the Cemeteries Department.

**Toms** said the single bid submitted by Bobcat of Michiana was opened by this Board on Dec. 11, 2023. Bobcat of Michiana's bid was \$70,489.92. The bid also included an option for a trade-in allowance for a John Deere, Model #310D, the City current owns. She said the trade-in allowance offered by Bobcat of Michiana is \$12,000, would reduce the cost of the purchase of the mini excavator to \$58,489.92.

**Toms** recommended that Bobcat of Michiana be awarded the bid, declare the John Deere Model #310D as surplus and allow for it to be used as a trade-in and authorize Mayor Leichthy to execute the attached purchase agreement at a final cost of \$58,489.92.

**Landis/Nichols made a motion to award the bid for the purchase of a mini excavator to Bobcat of Michiana as the only responsive and responsible bidder and approve and authorize Mayor Leichthy to execute the purchase agreement regarding the same at a cost to the City of \$58,489.92, which includes the trade-in allowance of \$12,000 for the John Deere Model #310D. Motion passed 5-0.**

**6) Legal Department request: Approve and authorize Mayor Leichthy to execute the agreement with Comcast regarding property damage the City sustained at Crescent Street and North 5th Street**

**Brandy Toms, a paralegal with the City Legal Department,** recommended that the Board accept, and authorize Mayor Leichthy to execute, the attached release and settlement agreement with Comcast regarding property damage the City sustained at Crescent Street and North 5th Street. The repairs have been completed.

For the payment of \$7,214.66, the City of Goshen will release Comcast Cable communications, LLC from any and all claims, demands, suits and actions and any consequence relating to or arising from the incident and property damage that occurred on or about Nov. 29, 2023, at Crescent Street and North 5<sup>th</sup> Street.

**Board member Landis** asked if the City made the repairs and if Comcast would pay for them. **Toms** said based on the invoices that were attached to the agreement, it appeared an outside company made some of the repairs under the direction of City staff. She said the invoices were submitted to Comcast's insurance company, which agreed to pay them. **City Director of Public Works & Utilities Dustin Sailor** confirmed the repairs were made.

**Landis/Nichols made a motion to approve and authorize Mayor Leichthy to execute the release and settlement agreement with Comcast regarding property damage the City sustained at Crescent Street and North 5th Street. Motion passed 5-0.**

**7) Legal Department request: Approve the loan agreement with LaCasa of Goshen Inc. for up to \$250,000.00**

**City Attorney Bodie Stegelmann** informed the Board that on Feb. 6, 2023, the Goshen Common Council passed Resolution 2023-2, which authorized a loan from the City's Local Major Moves Construction Fund to LaCasa of Goshen, Inc. to help pay for water and sewer utility infrastructure improvements on real property owned by Oaklawn at 302 Lakeview Drive, necessitated by LaCasa's construction of up to 6, 8-unit buildings for permanent supportive housing in an amount up to \$250,000.



**Stegelmann** said the Council authorized the Board of Public Works and Safety and City staff to negotiate the terms of a final agreement with LaCasa and authorized the Board to enter into a formal loan agreement with LaCasa, consistent with the terms of Common Council Resolution 2023-2.

**Stegelmann** said City staff members negotiated the terms of a loan to LaCasa and were submitting the agreement now provided to the Board for consideration. Consistent with Resolution 2023-2, the loan will be forgivable. Interest will accrue at the rate of 1% per annum, starting two years after initial withdrawal of funds. Internally, the City will be using funds from its Opioid Settlement Fund to replenish the Local Major Moves Construction Fund as principal amounts of the loan are forgiven, and that could be done more quickly.

**Stegelmann** added that the loan will be subject to Council appropriation of the funds from the Opioid Settlement Fund and the Local Major Moves Construction Fund.

**Board member Landis** asked who will decide if it will be appropriate to reimburse the Local Major Moves Construction Fund earlier than specified in the agreement.

**Stegelmann** responded that the money will be appropriated from the two funds and City staff would coordinate with the Clerk-Treasurer's Office to transfer money from the Opioid Settlement Fund and the Major Moves Construction Fund. He said about the time the loan to LaCasa was being discussed, money started coming into the City from the settlement fund and this use is consistent with the required use of those funds. So, he said once the Council approved the loan, internal discussions began to use settlement funds, instead of the general fund, to repay the loan.

**Mayor Leichty** that it has turned out that the settlement fund payout will be larger than originally anticipated, which will be very helpful. She invited a LaCasa representative to describe the housing project.

**Brad Hunsberger, the Vice President of Real Estate Development for LaCasa**, said LaCasa is developing the project in partnership with the Indiana Housing Community Development Authority and Oaklawn. He said an agreement with LaCasa to lease property from Oaklawn, on its north Goshen campus, necessitates the extension of infrastructure for utilities.

**Hunsberger** said LaCasa worked with City staff about a year ago to reach this point in the process. He said this will be the last step in the funding package to move forward with the project. Hunsberger said he hopes the first claims for the funding will be made in May and that eventually 48 units will be constructed.

**After Board members Landis and Nichols made a motion to approve the agreement, Mayor Leichty invited public comments.**

**Clerk-Treasurer Richard R. Aguirre** said the forgivable loan to LaCasa originally was scheduled to be before the Board on Dec. 18, but the Mayor and City Attorney agreed to a delay to allow for some research and clarification of the agreement by the Clerk-Treasurer's Office. He said he wanted to add some background and context so that the record would reflect why this loan was a good investment for the City of Goshen.

As stated by the City Attorney, **Aguirre** said the loan to pay for the water and sewer infrastructure improvements will come from the City's Local Major Moves Construction Fund, and this usage is authorized by state statutes. Although there was some Council discussion about the rate of the loan, Aguirre said it was left to the Board and City staff to negotiate the terms of the agreement.

**Aguirre** said the Major Moves fund was created with the proceeds of the sale of the Indiana Toll Road. He said communities in seven counties received funds. Some communities have used all those funds, but the City of Goshen has continued to have funds because the Common Council required the repayment of loans from the fund. As of Dec. 20, 2023, the fund had a balance of \$4,687,602.41.

**Aguirre** said that over the years LaCasa has received loans from the City with interest rates paid on those loans ranging from a low of 1% to 5% as well as the rate the City was receiving on its investments, plus 1 percent. So, he said there was a precedent for a 1% loan to LaCasa.

**Former Mayor Jeremy Stutsman proposed** repaying the LaCasa loan with money from the Opioid Settlement Fund. The City is receiving funds over 18 years as part of a nationwide settlement with pharmaceutical distributors.



At the time of LaCasa loan approval in February by the Council, **Aguirre** said the City expected to receive about \$600,000 over 18 years – \$424,000 for restricted uses and about \$181,000 for unrestricted uses. However, on Dec. 21, 2023, Aguirre said he was notified by the Indiana Attorney General’s Office that additional payments would be going to Goshen and other cities, towns and counties. As a result, Goshen will receive much more than had been anticipated – \$1.1 million with \$773,076.11 in restricted funds and \$327,543.32 in restricted funds.

**Aguirre** said the City has received \$155,098.64 – \$109,783.17 restricted and \$45,315.47 unrestricted. And the City will get \$137,668.69 later this year, which Aguirre said would allow a quicker repayment of the LaCasa loan.

While it would be unusual for the City to provide a 1% loan, **Aguirre** said he believed it was a safe, prudent, and necessary investment in the community for the following reasons:

- The Common Council approved a forgivable loan to LaCasa;
- LaCasa has been provided prior loans at 1% and has repaid them as required;
- This is a worthwhile project that will greatly benefit our community;
- The City has dedicated funds from the Opioid Settlement that are specifically designated for exactly this kind of project;
- The City will be receiving more Opioid Settlement funds than previously anticipated;
- The Major Moves funds has more than adequate reserves to make this loan;
- The City can and will be able to reimburse the Major Moves fund from the Opioid Settlement Fund without suffering any financial losses to the fund;
- Any lost interest income to Major Moves from making the loan will not be significant.
- And the agreement provides financial protection for the City if the project isn’t completed.

**Aguirre** said he wanted to provide this summary in case questions are asked about why the City authorized a 1% loan to LaCasa and why City staff and the Clerk-Treasurer believe this is a good investment for the City.

**There were no further comments from the Board or audience.**

**UNDER THE TERMS OF THE AGREEMENT, THE FOLLOWING APPLIES:**

**Loan amount:** The City agrees to provide to LaCasa as a loan, up to \$250,000, subject to proper appropriation of funds by the City of Goshen Common Council. Funds shall be disbursed to LaCasa upon presentment to the City of qualifying invoices from the construction of the water and sewer infrastructure facilities.

**Purpose of loan:** LaCasa shall use the loan proceeds to pay towards water and sewer utility infrastructure improvements on real property owned by Oaklawn at 302 Lakeview Drive necessitated by LaCasa’s construction of 6, 8-unit buildings for permanent supportive housing.

**Interest rate:** Interest on the loan proceeds will begin to accrue two years from the date the first disbursement of funds is made pursuant to Paragraph 1, above, at the rate of one percent (1%) per annum. Loan interest payments shall begin at the completion of the second 8-unit building pursuant to Paragraph 2(b) of Goshen Common Council Resolution 2023-02. LaCasa shall pay the interest accruing each year that interest accrues on or before December 31 of the year in which interest accrues.

**Repayment of Loan Proceeds.** The outstanding loan principal shall be repaid by LaCasa to City in full on or before December 31, 2033, if not forgiven pursuant to Paragraph 5 prior to such date.

**Forgiveness of Loan.** Upon completion of the first 8-unit permanent supportive housing building at the Oaklawn campus, the City shall forgive a principal portion of the loan to LaCasa in the amount of \$100,000. An additional \$100,000 of principal shall be forgiven at the completion of the third 8-unit permanent supportive housing building at the Oaklawn campus. Upon completion of the 6th and final 8-unit permanent supportive housing building at the Oaklawn campus, the City shall forgive the remaining principal amount borrowed \$50,000, assuming the full \$250,000 is borrowed. A building will be considered complete when the City issues an occupancy permit for the building. This schedule for forgiving loan principal assumes a completion date on or before Dec. 31, 2033.



#### **Default and Remedies.**

a. A default will occur if any of the following events occur:

- i. LaCasa fails to pay the full amount of any interest or loan repayment when such payment is due;
  - ii. LaCasa fails to use the loan proceeds for the purposes described in this agreement;
  - iii. LaCasa fails to observe or perform any material provision of this agreement;
  - iv. LaCasa declares bankruptcy; or
  - v. A receiver is appointed for LaCasa to allocate LaCasa's assets and income for the benefit of LaCasa's creditors.
- b. If a default occurs under the terms of this agreement and such default continues for thirty (30) days after written notice to the defaulting party, the non-defaulting party may assert any of the following remedies:
- i. Declare all remaining payments of loan proceeds and interest immediately due and payable;
  - ii. Use any lawful means to collect all loan proceeds and interest that remains unpaid; and
  - iii. Seek reimbursement for any collection fees incurred including reasonable attorneys' fees.

**Landis/Nichols made a motion to approve the loan agreement with LaCasa of Goshen Inc. for up to Two Hundred and Fifty Thousand Dollars (\$250,000.00). Motion passed 5-0.**

**8) Engineering Department request: Approve Director of Public Works to sign the Indiana Finance Authority's LSLI Project Completion Certification form for closeout of the LSLI Type I and Type II projects**  
**City Director of Public Works & Utilities Dustin Sailor** said that at the Board's meeting on May 22, 2023, authorization was provided to the Director of Public Works to sign the Indiana Finance Authorities Scope of Work Certification form to access Type I and Type II funds for lead service line investigation. The funding was provided through the end of 2023, and distributed directly to the City's selected consultant, Abonmarche Consulting, per the grant requirements.

In the past seven months, **Sailor** said there has been significant work completed including mailings to customers about the lead service inventory program, door hanger design and printing, door to door surveys, and the development of educational material for future use.

**Sailor** said to close out this segment of work, the Indiana Finance Authority has a Project Completion Certification form that needs to be signed, which formally closes the funding grant and allows for the final distribution of funding to our consultant, Abonmarche Consulting.

**Sailor** asked the Board to authorize Director of Public Works Dustin Sailor to sign the Indiana Finance Authority's LSLI Project Completion Certification form to close out the Type I and Type II project.

**Landis/Nichols made a motion to approve Director of Public Works Dustin Sailor to sign the Indiana Finance Authority's LSLI Project Completion Certification form for closeout of the LSLI Type I and Type II projects. Motion passed 5-0.**

#### **Privilege of the Floor (opportunity for public comment for matters not on the agenda):**

**Mayor Leichty opened Privilege of the Floor at 4:25 p.m. There were no comments.**

#### **Approval of Civil City and Utility Claims**

**As all matters before the Board of Public Works & Safety were concluded, Mayor Leichty/Board member Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.**

#### **Adjournment**

**Mayor Leichty adjourned the Board of Works meeting at 4:26 p.m.**



**APPROVED:**

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**Mayor Gina Leichty**

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**Mike Landis, Member**

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**Orv Myers, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Richard R. Aguirre, City of Goshen Clerk-Treasurer**



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**

209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
dannysink@goshencity.com • www.goshenindiana.org

January 11, 2024

To: Board of Works and Public safety

RE: Promotion of Douglas A. Burggraf to Private First Class

From: Fire Chief Danny Sink

**Douglas A. Burggraf** completed his probationary year at GFD on January 09, 2024. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Doug be promoted to the rank of Private First Class for the Goshen Fire Department, retroactive January 09, 2024. Thank you.



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**  
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
dannysink@goshencity.com • www.goshenindiana.org

January 11, 2024

To: Board of Works and Public safety

RE: Promotion of James Michael White to Private First Class

From: Fire Chief Danny Sink

**James Michael White** completed his probationary year at GFD on January 09, 2024. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that "Mike" be promoted to the rank of Private First Class for the Goshen Fire Department, retroactive January 09, 2024. Thank you.



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**

209 North Third Street • Goshen, IN 46526-3201

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dannysink@goshencity.com • www.goshenindiana.org

January 11, 2024

To: Board of Works and Public safety

RE: Promotion of Jordan L. Hunter to Private First Class

From: Fire Chief Danny Sink

**Jordan L. Hunter** completed his probationary year at GFD on January 09, 2024. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Jordan be promoted to the rank of Private First Class for the Goshen Fire Department, retroactive January 09, 2024. Thank you.



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: January 11<sup>th</sup>, 2024

From: Chief Jose' Miller

Reference: Promotion of Corey M. Mosher #177 from Sergeant to Lieutenant

I am requesting that the Goshen Board of Public Works and Safety **approve the promotion of Officer Corey M. Mosher from the rank of Sergeant to the rank of Lieutenant.**

After reviewing the results of all who tested, Corey was selected as the candidate for the position. Officer Mosher has worked on the police department for over eight (8) years and currently oversees the K-9 unit. Corey has demonstrated he will continue to be an asset to our department and leadership team. I request the promotion to be **effective Friday January 12<sup>th</sup>, 2024.**

**\*\*Mosher will be present for the swear in\*\***

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116  
Chief of Police  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: January 11<sup>th</sup>, 2024

From: Chief Jose' Miller

Reference: Promotion of Alexandro (Alex) Rosales #166 to Rank of Sergeant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Alexandro (Alex) Rosales from the rank of Patrol Officer to the rank of Sergeant.

After reviewing the results of all who tested, Alex was selected as the candidate for the position. Officer Rosales has worked on the police department for approximately eight (8) years and currently is a field training officer for new recruits. Alex has continuously demonstrated his dedication to our community and department. Alex will be a great asset to our leadership team. I request the promotion to be effective Friday January 12<sup>th</sup>, 2024.

**\*\*Alex will be present for the swear in\*\***

Respectfully,

A handwritten signature in black ink, appearing to be "J. Miller", written over a horizontal line.

Jose' Miller #116  
Chief of Police  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: January 11<sup>th</sup>, 2024

From: Chief Jose' Miller

Reference: Promotion of Manuel Aldana Garcia #198 to Rank of Sergeant

I am requesting that the Goshen Board of Public Works and Safety approve the promotion of Officer Manuel Aldana from the rank of Patrol Officer to the rank of Sergeant.

After reviewing the results of all who tested, Manuel was selected as the candidate for the position. Officer Aldana has worked on the police department for approximately four and one half (4 1/2) years. He serves as a field training officer for new recruits and is a member of the S.W.A.T. Team. Manuel has continuously demonstrated his dedication to our community and department. Manuel will be a great asset to our leadership team. I request the promotion to be effective Friday January 12<sup>th</sup>, 2024.

**\*\*Manuel will be present for the swear in\*\***

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

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[www.goshenindiana.org](http://www.goshenindiana.org)

January 11, 2024

**To:** Goshen Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Resolution 2024-03, Special Purchase of Motorola Radios

The City of Goshen may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals provided a written determination is made of basis for the special purchase, and the basis for the selection of a particular contractor. The City's Police Department would like to made a special purchase in-car mount radios, including radio programming. The purpose of Resolution 2024-03 is to make a written determination of basis for the special purchase, and the basis for the selection of a particular contractor. This purchase is being made from Motorola Solutions, Inc. who has a quantity purchase agreement with the State of Indiana. The cost of the in-car mount radios, including radio programming will be \$55,227.10.

**Suggested Motion:**

**Move to adopt Resolution 2024-03, Special Purchase of Motorola Radios.**

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2024-03**

**Special Purchase of Motorola Radios**

WHEREAS the City of Goshen may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals provided a written determination is made of basis for the special purchase, and the basis for the selection of a particular contractor.

WHEREAS the City's Police Department would like to make a special purchase of in-car mount radios, including radio programming.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

(1) The basis for the special purchase of in-car mount radios is pursuant to Indiana Code § 5-22-10-15(b) which allows the City to make a special purchase if the purchase is made from a person who has a contract with a state agency and the person's contract with the state requires the person to make the supplies or services available to political subdivisions, as provided in Indiana Code § 4-13-1.6 or Indiana Code § 5-22-17-9. The State of Indiana has a quantity purchase agreement (QPA Number 27921) for P25 Radio Equipment, Maintenance, Repair, Parts and Accessories with Motorola Solutions, Inc.

(2) The City's Police Department is authorized to make a special purchase of ten (10) in-car mount radios, including radio programming, from Motorola Solutions, Inc. for a total cost of \$55,227.10. The special purchase shall be made in accordance with State of Indiana QPA Number 27921, and Motorola Solutions, Inc.'s Quote-2393232 dated October 25, 2023, copies of which are attached to this resolution.

(3) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on January \_\_\_\_\_, 2024.

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Barb Swartley, Member

**Quantity Purchase Agreement  
With The State Of Indiana**

Qty Purchase Agreement QPA Number	Page
000000000000000000027921	1 of 1
Requisition Nbr.:	061-P25 Radio Equipment
Effective Date:	08/13/2018
Expiration Date:	08/12/2024
Agency Number:	RFI-18-020 (ASA)
Facility:	0000014438
Vendor ID:	
Vendor Telephone Nbr:	
Name Of Contact Pers:	
Contact Email:	
FAX Number:	

Vendor: MOTOROLA SOLUTIONS INC  
Remit to: 13108 COLLECTIONS CENTER DR.  
CHICAGO IL 60693

Name and Address of Vendor: MOTOROLA SOLUTIONS INC  
2461 DIRECTORS ROW STE C  
INDIANAPOLIS IN 46241

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement. The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement. **Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.**

<b>Line Number</b>	<b>Quantity</b>	<b>UNIT</b>	<b>Article and Description</b>	<b>Unit Price</b>
--------------------	-----------------	-------------	--------------------------------	-------------------

This is an award of a Quantity Purchase Agreement for **P25 Radio Equipment, Maintenance, Repair, Parts and Accessories**. The scope of products in this contract include P25 compliant base stations, repeaters, mobile radios, portable radios and vehicular repeaters ONLY.

The contract is available for review at this link:  
<https://contracts.idoa.in.gov/idoacontractswb/PUBLIC/114263-000.pdf>. Renewal 1 -  
<https://contracts.idoa.in.gov/idoacontractswb/PUBLIC/000000000000000000027921-001.pdf>

For catalog information, contact **Mark Hempel** at 317-232-2498 or [mhempel@idoa.IN.gov](mailto:mhempel@idoa.IN.gov).

All other inquiries should be directed to the following Motorola representatives.

**Evan Truman (Southern Indiana)**  
M 443-775-9839  
[Evan.Truman@motorolasolutions.com](mailto:Evan.Truman@motorolasolutions.com)

**Janyll Stierwalt (Northern Indiana)**  
M 317-501-1192  
[janyll.stierwalt@motorolasolutions.com](mailto:janyll.stierwalt@motorolasolutions.com)

**Nick Jafuta (Central Indiana, Indianapolis, State of Indiana Agencies)**  
312-292-1237  
[nicholas.jafuta1@motorolasolutions.com](mailto:nicholas.jafuta1@motorolasolutions.com)

**Prash Ramani (Area Sales Manager)**  
312-489-1642  
[prashanth.ramani@motorolasolutions.com](mailto:prashanth.ramani@motorolasolutions.com)

Signature of Purchasing Officer	Typed Name	Signature Of Approval Office Of the State Attorney General	
	Date Signed	Typed Name	Date Signed
Authorized Signature	Indiana Department Of Administration Procurement Division 402 West Washington Street, Rm W468 Indianapolis, Indiana 46204 Telephone: (317) 232-3150		



## GOSHEN POLICE DEPT, CITY OF

10/25/2023

10/25/2023

GOSHEN POLICE DEPT, CITY OF  
111 E JEFFERSON ST  
Goshen, IN 46526

Dear Shawn Turner,

Motorola Solutions is pleased to present GOSHEN POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GOSHEN POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Paul Allen at [paul.allen@erswireless.com](mailto:paul.allen@erswireless.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Paul Allen

Motorola Solutions Manufacturer's Representative

Billing Address:  
 GOSHEN POLICE DEPT, CITY  
 OF  
 111 E JEFFERSON ST  
 Goshen, IN 46526  
 US

Shipping Address:  
 GOSHEN POLICE DEPT, CITY  
 OF  
 111 E JEFFERSON ST  
 Goshen, IN 46526  
 US

Quote Date:10/25/2023  
 Expiration Date:02/12/2024  
 Quote Created By:  
 Paul Allen  
 paul.allen@erswireless.com

End Customer:  
 GOSHEN POLICE DEPT, CITY OF  
 Shawn Turner  
 shawnturner@goshencity.com  
 (574) 533-8661

End Customer Address:  
 GOSHEN POLICE DEPT, CITY  
 OF  
 111 E JEFFERSON ST  
 Goshen, IN 46526  
 US

Contract: 17066 - IN, STATE OF QPA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	10	\$7,238.92	\$5,447.71	\$54,477.10
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	10			
1b	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	10			
1c	G67DQ	ADD: REMOTE MOUNT O2 APXM	10			
1d	G51AU	ENH: SMARTZONE OPERATION APX6500	10			
1e	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	10			
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	10			
1g	GA00804AA	ADD: APX O2 CH (GREY)	10			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10			
1i	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	10			
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10			
1k	W22BA	ADD: STD PALM MICROPHONE APX	10			
1l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10			
1m	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10			
1n	QA09113AB	ADD: BASELINE RELEASE SW	10			
2	LSV00Q00202A	DEVICE PROGRAMMING	10	\$75.00	\$75.00	\$750.00
<b>Grand Total</b>						<b>\$55,227.10(USD)</b>

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



## Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
**(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Goshen Police Department  
 111 E. Jefferson Street  
 Goshen, IN 46526

Purchase Order No. 12202023pea1

## PURCHASE ORDER

**Vendor**

Name MOTOROLA INC.  
 Address 1301 E Algonquin Road  
 City Schaumburg St IL ZIP 60196  
 Phone 800-814-0601

**Ship To**

Name ERS WIRELESS  
 Address 57678 CO RD 3  
 City ELKHART St IN ZIP 46517  
 Phone 574-293-0615

Qty	Units	Description	Unit Price	TOTAL
10	EA	APX 65000	\$5,447.71	\$54,477.10
10	EA	Radio Programming	\$75.00	\$750.00
<b>BILL TO &amp; ULTIMATE DESTINATION:</b> <b>Goshen Police Department</b> 111 E. Jefferson Street Goshen, IN 46526 <b>Email Invoice to: shawnturner@goshencity.com</b> <b>SYSTEM ID = 06BD</b> All Prices per State QPA # 17066				

**Payment Details**

Check Payment Terms Net 30 Days  
 Cash  
 Account No.  
 Credit Card

Signature \_\_\_\_\_

SubTotal	\$55,227.10
Shipping & Handling	Included
Taxes	_____
<b>TOTAL</b>	<b>\$55,227.10</b>

**Shipping Date** \_\_\_\_\_

**Approval** \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Notes/Remarks**

FEDERAL EXCISE TAX EXEMPT  
 INDIANA RETAIL TAX EXEMPT CERTIFICATE # Attached



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

January 11, 2024

**To:** Goshen Board of Public Works and Safety

**From:** Shannon Marks

**Subject:** Resolution 2024-04, Grant Agreement for 2024 Edward Byrne Memorial Justice Assistance Grant Program Funds

The Goshen Police Department made application to and was awarded \$60,750 in grant funding from the Edward Byrne Memorial Justice Assistance Grant Program for fiscal year 2024 to be used for the purchase of in-car mount radios.

The attached resolution is to approve the terms and conditions of the Grant Agreement and authorize Mayor Leichty and Clerk-Treasurer Aguirre to execute the Grant Agreement on behalf of the Goshen Police Department and the City.

**Suggested Motion:**

Move to adopt Resolution 2024-04, Grant Agreement for 2024 Edward Byrne Memorial Justice Assistance Grant Program Funds.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2024-04**

**Grant Agreement for  
2024 Edward Byrne Memorial Justice Assistance Grant Program Funds**

WHEREAS the Goshen Police Department made application to and was awarded \$60,750 in grant funding from the Edward Byrne Memorial Justice Assistance Grant Program for fiscal year 2024 to be used for the purchase of in-car mount radios.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Grant Agreement between the Indiana Criminal Justice Institute and Goshen Police Department for the 2024 Edward Byrne Memorial Justice Assistance Grant Program Funds, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Board authorizes Mayor Gina M. Leichty and Clerk Treasurer Richard R. Aguirre to execute the Grant Agreement on behalf of the City of Goshen Police Department and the City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on January \_\_\_\_\_, 2024.

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Barb Swartley, Member

## GRANT AGREEMENT

### EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

**Contract # 0000000000000000000080393**

This Grant Agreement (this "Grant Agreement"), entered into by and between **The Indiana Criminal Justice Institute** (the "State") and **City of Goshen Police Department** (the "Grantee"), and the **City of Goshen Clerk-Treasurer** (the "Fiscal Agent"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$60,750.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and the special conditions found in **Exhibit C**, which are attached hereto and incorporated fully by reference.

This grant is made with funds from the Edward Byrne Memorial Justice Assistance Grant Program, 34 U.S.C. 10151, et seq., and administered by the State pursuant to Ind. Code § 5-2-6-3, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose. The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide and 2 C.F.R. Part 200.

The Fiscal Agent shall transmit the grant award to the Grantee to provide the requisite funding for the Grantee to implement the Project or provide the services in conformance with this Grant Agreement. The Fiscal Agent is responsible for ensuring that the grant funds are obligated, expended, and drawn down in conformity with the Grant Agreement. If the Fiscal Agent fails to transmit the grant award to the Grantee in a timely fashion or fails to provide adequate fiscal oversight, the State, at its discretion, may consider such failure to be a material breach of this Grant Agreement.

#### FUNDING SOURCE:

**Program Name per Assistance Listing Number (ALN):**  
Edward Byrne Memorial Justice Assistance Grant (JAG)

**ALN # 16.738**

## **2. Representations and Warranties of the Grantee.**

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee certifies by entering into this Grant Agreement, to the best of its knowledge and belief that the Grantee has complied with 31 U.S.C §1352, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form – LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The Grantee agrees by signing this Grant Agreement that it shall require the language of this certification be included in any lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to file or sign this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure. Neither the Grantee nor the subgrantee may satisfy such a fine with funds from this grant or any federal funds.

## **3. Implementation of and Reporting on the Project.**

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **quarterly** basis and shall contain such detail of progress or performance on the Project as is requested by the State. Additionally, the Grantee is required to submit **quarterly** performance metrics reports through BJA's Performance Measurement Tool (PMT) website and shall include both quantitative (numeric) and qualitative (narrative) responses during submission. Failure to submit any report in a timely fashion may be considered a material breach of this Grant Agreement at the discretion of the State.

**4. Term.** This Grant Agreement commences on **January 1, 2024** and shall remain in effect through **December 31, 2024**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

**5. Grant Funding.**

A. The State shall fund this Grant in the amount of **\$60,750.00**. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement or any matching (i.e., cost sharing) funds be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

**6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within **20** calendar days following the end of the **quarter** in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **20** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **30** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied, the grant funds could be de-obligated, and the failure to submit timely claims will be considered in the scoring process for future grants. Claims may be submitted on a **quarterly** basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Supporting documentation includes, but is not limited to, cancelled checks, receipts, time sheets, pay stubs, etc. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to three (3) years after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit D** (Guidelines for Non-governmental Entities).

**9. Compliance with Laws.**

A. The Grantee shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant**

**Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDO). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

- (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
- (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. If applicable, all equipment purchased under this Grant Agreement must be purchased within the first six (6) months of the term of this Grant Agreement, or unless otherwise specifically permitted by the State.

I. The Grantee certifies that it will follow all Indiana procurement laws, policies, and procedures regarding funds expended under this Grant Agreement, including but not limited to IC § 5-22 and the procedures set out at <https://www.in.gov/idoa/2944.htm>.

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**13. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. If the federal funding source makes a determination that grant funds are no longer appropriated or available, this Grant Agreement shall be cancelled, and the State has no further obligations under this Grant Agreement.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Federal Civil Rights Requirements.** The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 42.205(c)(5). Please submit information about any adverse finding to the OCR.

**19. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana Criminal Justice Institute  
Attn: Sam Terry, Grant Manager  
402 W. Washington Street, Room W469  
Indianapolis, IN 46204  
E-mail: sterry@cji.in.gov

B. Notices to the Grantee shall be sent to:

City of Goshen Police Department  
Attn: Polly Hoover, Grant Coordinator  
111 E. Jefferson Street  
Goshen, IN 46528  
E-mail: pollyhoover@goshencity.com

C. Notices to the Fiscal Agent shall be sent to:

City of Goshen Clerk-Treasurer  
Attn: Richard Aguirre, Clerk-Treasurer  
202 S. 5th Street, Suite 2  
Goshen, IN 46528  
E-Mail: clerktreasurer@goshencity.com

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**20. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 25, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**21. Public Record.** The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**22. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

C. The Grantee's failure to timely report grant progress pursuant to clause 3 of this Grant Agreement, may, at the discretion of the State, be considered a material breach of this Grant Agreement. If a material breach is not cured to the satisfaction of the State, the State may suspend the Grantee's funding under this Grant Agreement and any remaining grant funds will be de-obligated.

**23. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**24. Travel.** If this Grant allows travel reimbursement, the Grantee's travel expenses will be reimbursed at the lesser of actual cost or the current rate being paid by the State. The Grantee's travel expenses can only be reimbursed in accordance with the current State Travel Policies and Procedures. Out-of-state travel requests (unless specified otherwise in an attachment to this Grant Agreement) may be denied unless submitted at least four (4) weeks before the scheduled travel date.

**25. Federal and State Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit C** and incorporated fully herein.

**26. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** [OMITTED – NOT APPLICABLE.]

**27. Modifications.** Prior to effectuating any desired modification to the grant budget as set forth in **Exhibit B** or the scope of work as set forth in **Exhibit A**, the Grantee must submit a Project Modification Request ("PMR") to the State via IntelliGrants. The State must approve a PMR prior to the Grantee making any modifications to the grant budget or scope of work.

Neither the State nor the Federal awarding agency can permit a change to the grant budget or scope of work that would cause any federal grant funds to be used for purposes other than those consistent with the laws, rules, and regulations governing this award.

**28. Amendments.** No understandings, agreements, or representations (oral or written) not specified within this Grant Agreement shall be valid. Any alterations or amendments (except a change between budget categories as approved by the State) shall be subject to the contract approval procedure of the State. No change or modification of the grant budget shall increase the total remuneration under this Grant to exceed the award amount identified in this Grant Agreement, unless a written amendment is executed by all signatories hereto.

**29. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

- Clause 1: Modified.
- Clause 2: Modified.
- Clause 3: Modified.
- Clause 5: Modified.

Clause 6: Modified.  
Clause 7: Modified.  
Clause 8: Modified.  
Clause 9: Modified.  
Clause 13: Modified.  
Clause 18: Added.  
Clause 19: Modified, renumbered from Clause 18.  
Clause 20: Modified, renumbered from Clause 19.  
Clause 21: Renumbered from Clause 20.  
Clause 22: Modified, renumbered from Clause 21.  
Clause 23: Renumbered from Clause 22.  
Clause 24: Modified, renumbered from Clause 23.  
Clause 25: Modified, renumbered from Clause 24.  
Clause 26: Omitted, renumbered from Clause 25.  
Clause 27: Added.  
Clause 28: Added.  
Clause 29: Renumbered from Clause 26.

#### **Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

#### **Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: [https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCTS.GB](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GB)  
L?

**[SIGNATURES ON NEXT PAGE]**

**In Witness Whereof**, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

**City of Goshen Police Department**

By: \_\_\_\_\_

Gina M. Leichty, Mayor

\_\_\_\_\_  
Name and Title, Printed

Date: \_\_\_\_\_

**Indiana Criminal Justice Institute**

By: \_\_\_\_\_

Devon McDonald, Executive Director

Date: \_\_\_\_\_

**City of Goshen Clerk-Treasurer**

By: \_\_\_\_\_

Richard R. Aguirre, Clerk-Treasurer

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**Approved by:**

Indiana Department of Administration

By: \_\_\_\_\_

Rebecca Holwerda, Commissioner

Date: \_\_\_\_\_

**Approved by:**

State Budget Agency

By: \_\_\_\_\_ (for)

Zachary Q. Jackson, Director

Date: \_\_\_\_\_

**APPROVED as to Form and Legality**

Office of the Attorney General

*Form approval has been granted by the  
Office of the Attorney General pursuant to  
IC 4-13-2-14.3(e) on November 20, 2023.  
FA 23-69*

This Document was prepared and reviewed by:

\_\_\_\_\_  
Jon McDonald, Attorney No. 27246-49  
Deputy General Counsel  
Indiana Criminal Justice Institute

## EXHIBIT A

### PROGRAM DESCRIPTION

#### 2024 Edward Byrne Memorial Justice Assistance Grant Program (JAG)

Organization: Goshen City Police Department

JAG-2024-00001

Please provide a detailed description of the full program to be implemented (what, who, where, why, when, and how)

**1. What?** – Describe the nature of the proposed program.

The Goshen Police Department will purchase up to 10 in car mount radios to be installed in current squad cars. This will ensure improved communications in the line of duty.

**2. Who?** – Please specify and describe the target population(s), the parties responsible for implementing/administrating the proposed program, and any partners involved.

The Goshen Police department manages public safety in the jurisdiction of the town of Goshen Indiana. This program would benefit the Officers employed by the city of Goshen, but also all citizens and visitors to our City because it will allow officers to better communicate with each other, as well as other departments. This reporter would be responsible for overseeing the ordering and obtaining of the in car mount radios , as well as, coordinatng with the City's Central Garage for installation of the radios. In car radios are purchased from Motorola Inc through ERS Wireless.

**3. Where?** – Describe the location(s) where the program is to be administered as well as the geographical area served.

The Goshen Police department manages public safety in the jurisdiction of the town of Goshen Indiana, which is in Elkhart County.

**4. Why?** – Explain the rationale for the selection of the proposed program. Explain how the program will or has been incorporated into the ongoing operations of the agency/organization.

The Goshen Police department decided to prioritize hand held radios at the time that all emergency services radio signals were moved to the 800 MGHZ channels due to the cost. We have learned that handheld only is not adequate for the ultimate safety of our officers while in the line of duty, so we are rebuilding our supply of in car mount radios. Due to the significant cost of each radio, we have had to purchase them in small amounts. This program will double the number of in car mount radios we have purchased. We continue to look for resources to procure additional radios.

**5. When?** – Provide a detailed monthly program timeline for the proposed award period.

January - Order radios from ERS

Between February and April - Obtain radios from ERS, Install radios in squad cars.

May through December - Upon installation radios will be used daily throughout the lifetime of the radio.

**6. How?** – List all relevant resources, activities, and methodologies necessary for the implementation of the proposed program.

Ordering the in car mount radios through ERS Wireless, as well as the supply of available radios from Motorola Inc are the resources necessary for this program.

## EXHIBIT B

### BUDGET

#### Equipment

<u>Equipment Item</u>	<u>Fund Type</u>	<u>No. of Units</u>	<u>Purchase/ Lease/Rental</u>	<u>Price Per Item</u>	<u>Percentage</u>	<u>Cost</u>
APX 65000 Enhanced 7/800 mhz mobile	Grant	10	Purchase	\$6,000.00	100%	\$60,000.00
						\$0
						\$0
<b>Equipment - Total:</b>						<b>\$60,000.00</b>

#### Supplies & Operating Expenses

<u>Supply Item</u>	<u>Fund Type</u>	<u>No. of Units</u>	<u>Price Per Unit</u>	<u>Percentage</u>	<u>Cost</u>
				%	\$0
<b>Supplies Expenses - Total:</b>					<b>\$0</b>

<u>Operating Expense</u>	<u>Fund Type</u>	<u>Amount</u>	<u>Percentage</u>	<u>Cost</u>
Radio Programming	Grant	\$750.00	100%	\$750.00
<b>Operating Expenses - Total:</b>				<b>\$750.00</b>

#### Program Income

1. Will your program generate income? Yes  No
  
2. What is the estimated amount of Program Income?
  
3. Describe how your program will generate income.
  
4. What will the Program Income be used for?

## Budget Summary

### TOTAL BUDGET BY CATEGORY

<u>Budget Category</u>	<u>Amount</u>
Personnel	
Employee Benefits	
Travel (Including Training)	\$0
Equipment	\$60,000.00
Supplies & Operating Expenses	\$750.00
Consultants and Contractors	
Total	\$60,750.00

### TOTAL BUDGET BY FUND SOURCE

<u>Fund Source</u>	<u>Amount</u>	<u>Percent</u>
Grant	\$60,750.00	100.00%
Match	\$0	0.00%
Total	\$60,750.00	100.00%

### PROGRAM INCOME

Program Income

Approved Award Amount: \$60,750.00

Program/Grant Manager: Sam Terry

## EXHIBIT C

### 2022 Federally Required Special Conditions

#### Edward Byrne Memorial Justice Assistance Grant (JAG) Program

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local governments, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above.

Because a U.S. Department of Justice (DOJ) award – that is, a grant or cooperative agreement awarded by the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or the Community Oriented Policing Services (COPS) Office – is a form of “federal financial assistance,” the recipient of a DOJ award (and any “subrecipient” at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply. In general, these additional civil rights requirements fall into one of two categories:

- Civil rights laws (sometimes referred to as “cross-cutting” federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance – regardless of which federal agency awards the grant or cooperative agreement – and encompass the “program or activity” funded in whole or in part with the federal financial assistance.
- Nondiscrimination provisions. These are requirements or restrictions that apply to certain DOJ awards – in addition to civil rights laws – because they are set out in a statute that applies specifically to one or more particular DOJ grant programs, or to DOJ awards made under a particular legal authority. Much like the civil rights laws, these provisions may apply variously to the programs, activity, or undertaking funded in whole or in part by DOJ.

#### Civil Rights Compliance

As a condition for receiving funding from OJP, recipients must comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Department of Justice (DOJ) regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may

include the Omnibus Crime Control and Safe Streets Act of 1968 (“the Omnibus Crime Control and Safe Streets Act”). Collectively, these federal laws prohibit a recipient of OJP funding from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed below) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability. In addition, recipients of OJP funding may not discriminate on the basis of age in the delivery of services or benefits.

Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to their programs and activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients in meeting their obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.lep.gov>. Under OVW’s grant program solicitations, applicants also must include within their program budgets the costs for providing interpretation and translation services to eligible LEP persons or explain how language access will be provided if grant funds are not needed for this purpose.

Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to support activities that help to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services or the purchase of adaptive equipment. For resources, see [www.ADA.gov](http://www.ADA.gov) or contact OVW.

For technical assistance on complying with the civil rights laws linked to the receipt of federal financial assistance from OJP, please contact:

Office of Justice Programs  
Office for Civil Rights  
810 Seventh Street NW  
Washington, DC 20531  
202-307-0690  
Fax: 202-354-4380  
TTY: 202-307-2027

**Section 601 of Title VI of the Civil Rights Act of 1964 (codified at 42 U.S.C. 2000d)**

- Statutory provision: No person in the United States shall, on the ground 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.
- DOJ implementing regulation: Subparts C and D of 28 C.F.R. Part 42.

**Section 504 of the Rehabilitation Act of 1973 (codified at 29 U.S.C. 794)**

- Statutory provision: No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded

from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- DOJ implementing regulation: Subpart G of 28 C.F.R. Part 42.

**Section 901 of Title IX of the Education Amendments of 1972 (codified at 20 U.S.C. 1681)**

- Statutory provision: No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance[.]
- DOJ implementing regulations: Subpart D of 28 C.F.R. Part 42; 28 C.F.R Part 54.

**Section 303 of the Age Discrimination Act of 1975 (codified at 42 U.S.C. 6102)**

- Statutory provision: [N]o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- DOJ implementing regulation: Subpart I of 28 C.F.R. Part 42.

**Nondiscrimination Provisions**

**Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b))**

- Statutory provision: No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.
- DOJ implementing regulation: Subpart D of 28 C.F.R. Part 42.
- An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. (E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).
  - Meeting the EEOP Requirement. An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see visit <https://www.ojp.gov/program/civil-rights/equal-employment-opportunity-plans>. If you have questions, please visit the EEOP FAQ page (<https://www.ojp.gov/progra/civil-rights/equal-opportunity-program-eeops-faqs>) to determine what constitutes an EEO program or other related reporting requirements. Additionally, you may request technical assistance from an EEOP

specialist at the OCR by telephone at (202) 616-1771 or by e-mail at [EEOPforms@usdoj.gov](mailto:EEOPforms@usdoj.gov).

- Meeting the Requirement to Submit Findings of Discrimination. If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.
- Using Arrest and Conviction Records in Making Employment Decisions. In June 2013, the Office for Civil Rights (OCR) issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See “Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964, available at [https://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of this guidance, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

**Section 1407(e) of the Victims of Crime Act of 1984 (codified at 34 U.S.C. 20110(e))**

- Statutory provision: No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this subchapter.
- DOJ implementing regulation: Subpart B of 28 C.F.R. Part 94.

**Grant condition in OVW awards, as required by section 40002(b)(13) of the Violence Against Women Act of 1994 (codified at 34 U.S.C. 12291(b)(13))**

- By law, any award administered by OVW is made subject to a grant condition that prohibits discrimination on the basis of actual or perceived race, color, national origin, sex, religion, disability, sexual orientation, and gender identity in programs or activities, both in employment and in the delivery of services or benefits in any program or activity funded, in whole or in part, with funds appropriated to OVW, or appropriated pursuant to certain statutes that focus on violence against women.
- The required grant condition includes a limited exception for sex-specific programming, as well as a rule of construction to the effect that nothing in the condition diminishes other legal responsibilities and liabilities related to civil rights.
- For purposes of this condition, "gender identity" means actual or perceived gender-related characteristics.

## **Equal Treatment for Faith-Based Organizations**

A DOJ regulation (28 C.F.R. Part 38) provides that faith-based or religious organizations are able to participate in DOJ-funded programs on an equal basis with other organizations. In addition, recipients, and any subrecipients at any tier, must comply with all applicable requirements of Part 38, which, among other things, prohibits specific forms of discrimination on the basis of religion, religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipients and subrecipients that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. For more information, see <https://www.ojp.gov/program/civil-rights/partnerships-faith-based-and-other-neighborhood-organizations>.

### **Award Conditions**

#### **1. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice (“DOJ”) may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs (“OJP”) webpage entitled “Legal Notices: Special circumstances as to particular award conditions” ([ojp.gov/funding/Explore/LegalNotices-AwardReqt.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqt.htm)), and incorporated by reference into the award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the Office of Justice Programs (“OJP”) taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice (“DOJ”), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

## **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards (“subgrants”), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements/htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient (“subgrantee”) at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient (“subgrantee”) at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, recipient is to contact OJP promptly for clarification.

## **3. Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the “DOJ Grants Financial Guide” available at <https://ojp.gov/financialguide/DOJ/index.htm>, including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## **4. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled “Crime Control and Law Enforcement.” The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## **5. Requirements related to “de minimis” indirect cost rate**

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must advise ICJI in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## **6. Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify ICJI and the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and if so requested by ICJI or the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## **7. Requirements related to System for Award Management and Universal Identifier Requirements**

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **8. Employment eligibility verification for hiring under the award**

1. The recipient (and any subrecipient at any tier) must –
  - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both –

- (1) This award requirement for verification of employment eligibility, and
- (2) The associated provisions in 8 U.S.C. 1324a(a)(1), that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of Construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify, visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**9. Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)— 1) creates collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**10. All subaward ("subgrants") must have specific federal authorization**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "subaward" (and therefore does not consider a procurement "contract"),

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

**11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a

noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <https://ojp.gov/Funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contact would exceed \$250,000)) and are incorporated by reference here.

## **12. Unreasonable restrictions on competition under the award; association with federal government**

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

### **1. No discrimination, in procurement transactions, against associates of the federal government**

Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

### **2. Monitoring**

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

### **3. Allowable Costs**

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designated to ensure compliance with this condition.

### **4. Rules of construction**

A. The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)**

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (“subgrantees”), or individuals defined (for purposes of this condition) as “employees” of the recipient or of any subrecipient. The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

**14. Determinations of suitability to interact with participating minors**

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or any associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

**15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

## **16. Requirement for data on performance and effectiveness under the award**

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## **17. OJP Training Guiding Principles**

Any training or training materials that the recipient – or any subrecipient (“subgrantee”) at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesforGrantees-Subgrantees.htm>.

## **18. Effect of failure to address audit issues**

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## **19. Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as “high-risk” for purposes of the DOJ high-risk grantee list.

## **20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42**

The recipient and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R Part 42 that relate to an equal employment opportunity program.

## **21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54**

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

## **22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38**

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>, by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

### **23. Restrictions on “lobbying”**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient (“subgrantee”) at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### **24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)**

The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### **25. Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients (“subgrantees”) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1)

submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report Online”); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., Washington DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## **26. Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or subrecipient (“subgrantee”) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
  - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both—
  - a. it represents that—
    - (1) it has determined that no other entity that the recipient’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either

requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure or information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**28. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**29. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's

past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

### **30. Cooperating with OJP Monitoring**

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guide lines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide the OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### **31. FFATA reporting: Subawards and executive compensation**

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to – (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### **32. Required monitoring of subawards**

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grant Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

### **33. Use of program income**

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported into the ICJI electronic grant management system. Program income earnings must either be returned to ICJI or returned into the program. The amount of a

funding award needs to be reduced by the amount of program income or documentation needs to be provided to support the program related activities that the program income paid for.

#### **34. Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

#### **35. Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

#### **36. Compliance with 28 C.F.R. Part 23**

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

#### **37. Protection of human research subjects**

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

#### **38. Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### **39. Law enforcement task forces – required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through the BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

### **40. Justification of consultant rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted and approved by the OJP program office prior to obligation or expenditure of such funds.

### **41. Submission of eligible records relevant to the National Instant Background Check System**

Consonant with federal statutes that pertain to firearms and background checks – including 18 U.S.C. 922 and 34 U.S.C. ch. 409 – if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are “eligible records” (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are “eligible records” (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information or other records that are “eligible records” (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the “State” repository/database that is electronically available to (and accessed by) the NICS, and – when appropriate – promptly must update, correct, modify, or remove such NICS relevant “eligible records”.

In the event of a minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

**42. “Methods of Administration” – monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP’s Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration (“MOA”) for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient’s obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: “Methods of Administration” – Requirements applicable to States (FY 2017 Update)) and are incorporated by reference here.

**43. Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historical Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

#### **44. Establishment of trust fund**

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

#### **45. Prohibition on the use of award funds for match under BVP program**

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

#### **46. Certification of body armor "mandatory wear" policies**

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for uniformed officers while on duty.

#### **47. Body armor – compliance with NIJ standards and other requirements**

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

#### **48. Reporting requirements**

The recipient must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.

#### **49. Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

#### **50. Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

#### **51. Use of funds for DNA testing; upload of DNA profiles**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

#### **52. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS**

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**53.** The recipient and/or subrecipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient and or subrecipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards or third-party awards made under this award. Further, the recipient and/or subrecipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanction affecting the recipient and/or subrecipient's awards, including, but not limited to: withholdings and/or other other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient and/or subrecipient as a DOJ High Risk grantee; or termination of an award(s).

**54.** The recipient and/or subrecipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

**55.** The recipient and/or subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

**56.** The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum – (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

**57.** Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>) and must collect and report the metrics identified in Section IX of that document to BJA.

**58.** Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

**59.** The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or any accompanying accessories to support UAS.

**60.** The recipient agrees that award funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protections against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ and ICJI upon request.

## EXHIBIT D

### EXHIBIT D – Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
  - a. There is no filing fee to do this.
  - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
  - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
  - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - f. Login credentials for filing the E-1 and additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.
- 2) A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpgtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs)
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

**\*\*\*REQUEST\*\*\***

**DATE:** Thursday, January 11, 2024

**TO:** GOSHEN BOARD OF WORKS

**FROM:** GOSHEN WATER & SEWER  
KELLY SAENZ

**RE:** UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$3,291.91**  
Collection letters were sent out and payments of **\$1,285.54** had been collected.

The uncollected amount equals **\$2,006.37**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,  
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Friday, August 25, 2023**

**WATER:** \$1,061.74  
**SEWER:** \$944.63

**TOTALS 6-2023**

REPORT TOTAL		\$3,291.91
BPS TOTAL	<b>\$1,082.88</b>	\$2,209.03
COUNTY TOTAL	<b>\$877.44</b>	\$1,331.59
W-WRITE OFF	<b>\$34.55</b>	\$1,297.04
S-WRITE OFF	<b>\$11.50</b>	\$1,285.54
PAYMENT TOTAL	<b>\$1,285.54</b>	\$0.00
AGREEMENT TOTAL		

**\*\*\*REQUEST\*\*\***

**DATE: Thursday, January 11, 2024**

**TO: GOSHEN BOARD OF WORKS**

**FROM: GOSHEN WATER & SEWER  
KELLY SAENZ**

**RE: UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$9,574.73**  
Collection letters were sent out and payments of **\$2,637.13** had been collected.

The uncollected amount equals **\$6,937.60**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,  
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Monday, October 16, 2023**

**WATER: \$3,041.39**

**SEWER: \$3,896.21**

**TOTALS 7-2023**

REPORT TOTAL		\$9,574.73
BPS TOTAL	<b>\$3,030.55</b>	\$6,544.18
COUNTY TOTAL	<b>\$3,896.21</b>	\$2,647.97
W-WRITE OFF	<b>\$10.84</b>	\$2,637.13
S-WRITE OFF	<b>\$0.00</b>	\$2,637.13
PAYMENT TOTAL	<b>\$2,637.13</b>	\$0.00
AGREEMENT TOTAL		



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF APPROVAL FOR TENTH STREET ROAD CLOSURE AND DOUGLAS STREET PARKING RESTRICTIONS (JN: 2022-0037)**

DATE: January 11, 2024

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Niblock Excavating has requested an extension to complete the approved 10<sup>th</sup> Street road closure through February 2, 2024, due to winter weather. The closure is located just south of Douglas Street. Work involves underground water main connections and would be completed when very low temperatures and plowing are not a concern. The closure would extend 2 consecutive days, but Niblock is requesting to leave the road closed overnight. Additional notice will be provided to the public before the closure. Appropriate traffic control devices will be utilized, and access for Gleason Industrial Products will be maintained.

Parking will also be restricted along Douglas Street from 10<sup>th</sup> Street to 11<sup>th</sup> Street, and on 11<sup>th</sup> Street within 50 feet of Douglas Street, during the closure.

**Requested motion: Move to approve an extension of the approval for the two-day closure of 10<sup>th</sup> Street, south of Douglas Street, through February 2, 2024.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

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Gina Leichty, Mayor

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Barb Swartley, Member

---

Mary Nichols, Member

---

Orv Myers, Member

---

Michael Landis, Member



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **WASTEWATER – RECONDITIONING OF SWITCHGEARS  
(JN: 2020-0042)**

DATE: January 8, 2024

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Goshen Wastewater has five switchgear breakers that were removed and replaced during the last facility upgrade. Because the WWTP primary switchgear power system is obsolete, Goshen Wastewater has been working with Eaton, the original manufacturer, to recondition the removed DS breakers so they can be shelved as emergency spares.

Following an evaluation of the removed switchgears, Eaton has offered the City a proposal to recondition the five switchgears for a fee of \$73,287.00, which includes return shipment. Not foreseeing the wastewater plant's switchgear power system being replaced in the next five years, Goshen Wastewater requests the Board's approval to proceed with the reconditioning work.

**Requested Motion:** Move to enter into an agreement with Eaton Corporation for \$73,287.00 to recondition five wastewater DS breakers as backups units for the wastewater treatment plant's switchgear power system.

# AGREEMENT

## Reconditioning of Five (5) DS Breakers

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **Eaton Corporation** (“Contractor”), whose mailing address is 210 Windy Point Drive, Glendale Heights, IL 30139, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

### **Section 1. Contractor Duties**

Contractor shall provide City the services to recondition five (5) DS breakers and to provide and install new trip units, which services are more particularly described in Contractor’s December 11, 2023 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) All shipping to Goshen Wastewater Treatment Plant is included in pricing.
- (C) Contractor agrees to complete its Duties within 10 weeks after authorization to proceed (by receipt of fully executed copy of this agreement). Estimated shipment dates are approximate and subject to change.

### **Section 3. Compensation**

City agrees to compensate Contractor as follows for performing all Duties:

<b>Item</b>	<b>Description</b>	<b>Price</b>
001	Westinghouse DS-420: Full Class I Reconditioning along with Digitrip 910LSG trip unit and new motor	\$14,271
002	Westinghouse DS-416H: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$13,956
003	Westinghouse DS-416H: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$13,956
004	Westinghouse DSL-206: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$14,719
005	Westinghouse DS-632: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$14,948
	FOB Destination shipping terms for all 5 breakers	\$ 1,437
	<b>Total Price:</b>	<b>\$73,287</b>

#### **Section 4. Payment**

- (A) City shall pay Contractor the agreed price(s) set forth in Section 3 above for Duties, (i.e. each “Item” set forth in Section 3, above), satisfactorily completed under this agreement.
- (B) Payment shall be made thirty (30) days following the City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Wastewater Treatment Plant  
1000 W. Wilden Avenue  
Goshen, IN 46528

- (C) If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

#### **Section 5. Ownership of Documents**

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Contractor or Contractor’s employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

#### **Section 6. Licensing/Certification Standards**

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

#### **Section 7. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor’s employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker’s compensation or any other insurance on Contractor and/or Contractor’s employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor’s and any subcontractor’s compliance with workers’ compensation statutory requirements.

- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

### **Section 8. Non-Discrimination**

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code § 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

### **Section 9. Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this agreement, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the agreement if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 10. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

### **Section 11. No Investment Activities in Iran**

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

## **Section 12. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of Duties under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

## **Section 13. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such party's performance under this agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the agreement and the other party shall have no recourse.

## **Section 14. Default**

- (A) If Contractor fails to perform the Duties or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the Duties or comply with the provisions of this agreement, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the agreement may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this agreement.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the agreement.

- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the Duties described herein.
- (7) The agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

### **Section 15. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

### **Section 16. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: Eaton Corporation  
Electrical Services & Systems Division  
210 Windy Point Drive  
Glendale Heights, IL 60139

### **Section 17. Subcontracting or Assignment**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

## **Section 18. Amendments**

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

## **Section 19. Waiver of Rights**

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

## **Section 20. Applicable Laws**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

## **Section 21. Miscellaneous**

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

## **Section 22. Severability**

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

## **Section 23. Binding Effect**

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

**Section 24. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

**Section 25. Authority to Bind Contractor**

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

**City of Goshen, Indiana**  
Goshen Board of Public Works and Safety

**Eaton Corporation**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board  
FROM: Goshen Engineering  
RE: **ASPHALT PAVING PROJECT  
(JN: 2023-0002)**  
DATE: January 11, 2024

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Attached please find Change Order No. 5 – A Balancing Change Order.

Change Order No. 5 reduces the contract price by \$516,247.34, making the final contract amount \$2,134,246.81, a 13.86% decrease under the original contract of \$2,477,613.50.

<b>Contract amount as previously amended</b>	<b>\$2,650,494.15</b>
<u>Change Order No. 5</u>	<u>\$ -516,247.34</u>
<b>Revised contract amount</b>	<b>\$2,134,246.81</b>

**Reasons for the cost reduction are:**

1. Brick was found on Indiana Ave. and Chicago Ave. which significantly reduced the amount of #53 stone & asphalt needed. This also removed the full depth reclamation- mill in place on Indiana Ave.
2. Rieth Blvd. didn't need the traffic loop and pull box replaced.
3. There were fewer casting reset & chimney reconstructions than anticipated.
4. Linear grading was less due to surrounding conditions (business traffic, soils & brick)

**Suggested Motion: Move to approve the balancing Change Order No. 5 decreasing the contract by \$516,247.34, for a final contract amount of \$2,134,246.81.**

**CHANGE ORDER FORM**

Pg 1 of 4

Change Order No. 5  
Date: 1/11/2024

**CITY OF GOSHEN, INDIANA  
OFFICE OF THE CITY ENGINEER  
204 E. Jefferson Street, Suite 1  
Goshen, IN 46528**

OWNER: City of Goshen  
PROJECT NAME: Asphalt Paving Project  
PROJECT NUMBER: 2023-0002  
CONTRACTOR: Niblock Excavating

**I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)**

Line item adjustments to serve as a balancing change order to close the project.

4	Casting Reset & Chimney Reconstruction (Note: This balances the line item out)	-12.0 EA	@ \$2,450.00	-----	-\$29,400.00
5	Rieth Blvd. Traffic Loop & Pull Box (Note: This balances the line item out)	-1.0 LSUM	@ \$10,500.00	-----	-\$10,500.00
6	Standard Curb & Gutter Replacement (Note: This balances the line item out)	-100 LFT	@ \$57.50	-----	-\$5,750.00
7	Standard Standup Curb Replacement (Note: This balances the line item out)	-100 LFT	@ \$57.50	-----	-\$5,750.00
8	Full Depth Pavement Removal, All Types (Note: This balances the line item out)	-4040 SYD	@ \$3.50	-----	-\$14,140.00
9	Full Depth Reclamation- Milling in Place (Note: This balances the line item out)	-2400 SYD	@ \$4.00	-----	-\$9,600.00
10	1" Milling, Overlay Sections (Note: This balances the line item out)	-2081 SYD	@ \$3.50	-----	-\$7,283.50
11	1 1/2" Milling (Note: This balances the line item out)	-7000 SYD	@ \$3.50	-----	-\$24,500.00
12	2" Milling (Note: This balances the line item out)	12091 SYD	@ \$4.00	-----	\$48,364.00
13	Chicago Avenue, Linear Grading (Note: This balances the line item out)	-0.14 MI	@ \$75,000.00	-----	-\$10,500.00
15	Rieth Blvd., Linear Grading (Note: This balances the line item out)	-0.09 MI	@ \$75,000.00	-----	-\$6,750.00
17	Mayfield Drive, Linear Grading (Note: This balances the line item out)	-0.24 MI	@ \$75,000.00	-----	-\$17,625.00
				=	-\$93,434.50

**CHANGE ORDER FORM**

Pg 2 of 4

Change Order No. 4  
Date: 1/11/2024

21	HMA, Type B, Surface 9.5 mm (Note: This balances the line item out)	-991 TON	@ \$110.00	-----	-\$109,026.50
22	HMA, Type B, Binder, 12.5 mm (Note: This balances the line item out)	-426 TON	@ \$90.00	-----	-\$38,312.10
23	HMA, Type B, Base, 25.0 mm (Note: This balances the line item out)	-165 TON	@ \$80.00	-----	-\$13,194.40
24	Compacted Aggregate, No. 53 (Note: This balances the line item out)	-4968.9 TON	@ \$39.00	-----	-\$193,787.49
25	1' Shoulder, No. 53 Crushed Recycled Con. (Note: This balances the line item out)	-854 TON	@ \$15.00	-----	-\$12,815.10
26	Common Excavation (Note: This balances the line item out)	637 CYD	@ \$40.00	-----	\$25,480.00
27	Stone, No. 2 (Note: This balances the line item out)	-59 TON	@ \$65.00	-----	-\$3,835.00
28	PCCP Drive Approach, 6" (Note: This balances the line item out)	-10 SYD	@ \$150.00	-----	-\$1,500.00
29	Limestone, No. 73, Drive Approach/Parking (Note: This balances the line item out)	-193.82 SYD	@ \$80.00	-----	-\$15,505.60
30	Full Depth Patching (Note: This balances the line item out)	1037 SYD	@ \$60.00	-----	\$62,220.00
31	4" Thermoplastic, Yellow Single Line (Note: This balances the line item out)	-663 LFT	@ \$0.80	-----	-\$530.40
33	6" Thermoplastic, White, Single Line (Note: This balances the line item out)	59 LFT	@ \$1.25	-----	\$73.75
CO1.3	4" HMA, Type B, Base, 25.0mm (Note: This balances the line item out)	-1526 TON	@ \$80.00	-----	-\$122,080.00
					-\$422,812.84

**Total of Pages 1-2      -\$516,247.34**

CHANGE ORDER FORM

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$2,477,613.50
2. Net ( <del>Addition/Reduction</del> ) due to all Previous Contract Supplements Numbers 4 to <u>5</u>	\$172,880.65
3. Amount of Contract, not including this supplement	\$2,650,494.15
4. <del>Addition/Reduction</del> to Contract due to this supplement	(\$516,247.34)
5. Amount of Contract, including this supplemental	\$2,134,246.81
6. Total ( <del>Addition/Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	(\$343,366.69)
7. Total percent of change in the original contract price Includes Change Order No. 4 to <u>5</u> (Line 6 divided by Line 1)	-13.86%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 0 calendar days, making the final completion date N/A.
  
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
  
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
  
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 4 of 4

Change Order No. 5

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 01/04/24  
Dustin Sailor, PE

ACCEPTED: BOARD OF PUBLIC WORKS  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ACCEPTED: CONTRACTOR

\_\_\_\_\_  
Niblock Excavating

BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

[richardaguirre@goshencity.com](mailto:richardaguirre@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

TO: Board of Public Works, Safety & Stormwater  
FROM: Jeffery Weaver, Deputy Clerk-Treasurer  
RE: Encumbrances from the 2023 Budget to the 2024 Budget  
DATE: January 11, 2024

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Attached for the Board's approval and execution is the list of accounts with a balance in the 2023 budget that will be encumbered into the 2024 budget.

At the end of each year, department heads review any unspent budget and compare it to their outstanding invoices or contracts. If any 2023 unspent budget is available to pay an outstanding 2023 invoice or contract, then the amount can be encumbered into 2024, but only for the approved expense.

The attached budgeted amounts were remaining in the 2023 budget, and department heads requested to encumber the amounts into 2024. For each encumbrance, the department heads presented an invoice, purchase order, or executed agreement or contract. They were reviewed by the Clerk-Treasurer's and Mayor's offices, and can only include Supplies, Other Services & Charges, and Capital Expenditures. The final approval for these encumbrances falls on the Board of Works to approve the total encumbrance amount.

Requested motion:

Move to approve \$3,401,470.62 of encumbrances from 2023 into the 2024 budget.

**ENCUMBRANCES FROM 2023 BUDGET TO 2024**

<u>Account Number</u>	<u>Account Title</u>	<u>Encumbered Amount</u>
101-510-02-439.0700	Council/Election Expense	\$ 30,833.77
101-510-05-421.0501	Legal/Other Office Expenses	731.91
101-510-05-431.0000	Legal/Professional Services	4,000.00
101-510-05-439.0901	Legal/Other Services And Charges	2,054.69
101-510-05-439.0910	Legal/Instruction	175.00
101-510-07-431.0507	Bd Works/ERP Maint Upgrade	157,838.18
101-510-07-436.0102	Bd Works/Electrical Maintenanc	18,841.00
101-510-07-439.0930	Bd Works/Trash Collection	168,897.90
101-510-15-431.0301	Bldg Dept/Professional Service	8,600.00
101-520-11-422.0150	Police/PPE	2,296.00
101-520-11-422.0154	Police/Other Equipment	13,400.00
101-520-11-432.0301	Police/Travel Expenses	1,872.31
101-520-11-436.0501	Police/Maintenance Contracts	15,834.00
101-520-11-439.0911	Police/Instruction	7,000.00
101-520-11-439.0912	Police/Education & Promotion	8,225.63
101-520-12-422.0300	Ambulance/Medical Supplies	6,785.00
101-520-12-439.0910	Fire/Instruction	1,690.00
101-520-12-445.0201	Ambulance/Other Equipment	39,143.61
201-530-00-422.0210	Mvh/Gasoline,Diesel,Propane	4,348.12
202-530-00-431.0501	Local Rd & St/Service Contract	4,535.00
203-530-00-444.0401	Mvh Rest/Maintenance Materials	102,176.10
204-550-00-434.0500	P&R/Comprehensive Plan	7,000.00
204-550-00-436.0101	P&R/Repairs To Bldg & Structures	6,864.00
204-550-00-442.0001	P&R/Capital Projects	478,063.96
206-530-00-431.0501	Aviation/Other Prof Services	2,514.00
218-560-00-431.0501	Edit Tax/Services Contractual	107,755.63
218-560-00-431.0510	Edit Tax/Econ Dev Corp/Elk Co	65,219.00
218-560-00-431.0520	Edit Tax/Marketing & Promotion	19,116.25
218-560-00-442.0006	Edit Tax/Capital Projects	292,329.77
402-570-00-423.0110	Ccd/Bldg Repairs	12,024.00
402-570-00-431.0501	Ccd/Serv Contractual	41,166.95
433-510-00-436.0501	Cci Fire/Repairs To Bldg	68,124.50
433-510-00-445.0501	Cci Fire/Other Equipment	184,524.72
439-530-00-431.0502	Stm Wtr Mgmt/Svcs Contractual	29,247.00
473-560-00-431.0502	Se E.D. Tif/Contr Svcs	1,101,965.42
473-560-00-442.0000	Se E.D. Tif/Capital Projects	53,617.75
480-560-00-442.0000	Cons Rr/Us33/Capital Projects	332,659.45
	Total	<u>\$ 3,401,470.62</u>