



Goshen Common Council

6:00 p.m., March 21, 2022 Regular Meeting

Council Chamber, Police & Court Building, 111 East Jefferson Street, Goshen, IN

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Roll Call:

Megan Eichorn (District 4)

Julia King (At-Large)

Doug Nisley (District 2)

Gilberto Pérez, Jr. (District 5)

Donald Riegsecker (District 1)

Matt Schrock (District 3)

Council President Brett Weddell (At-Large)

Youth Advisor Adrian Mora (Non-voting)

Approval of Minutes –March 7, 2022 regular meeting

Approval of Meeting Agenda

Privilege of the Floor

1) Special Presentation: Sreekala Rajagopalan

2) Public hearing: Community Development Block Grant (CDBG) Program Year 2022 Annual Action Plan

3) Legal Department: Resolution 2022-05, Grant agreement between Indiana Criminal Justice Institute and Goshen Police Department for 2022 Edward Byrne Memorial Justice Assistance Grant Program Funds

4) Redevelopment Department: Resolution 2022-06, Economic Development agreement with AP Development LLC and AP Cycleworks LLC (with memo)

5) Redevelopment Department: Resolution 2022-07, Interlocal agreement with Elkhart County for reconstruction of County Road 33 from CR 38 to CR 36 (with memo)

Elected Official Reports

Adjournment



**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF GOSHEN**

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MEMORANDUM

TO: Mayor, Goshen Common Council Members & Goshen City Department Heads

FROM: Meaghan Bylsma, Community Development Specialist

DATE: March 21, 2022

RE: Public Hearing & Notice of Availability of Draft Community Development Block Grant (CDBG) Program Year 2022 Annual Action Plan

The City of Goshen's CDBG Annual Action Plan for Program Year 2022 has been prepared and is available for public review and comment beginning March 15, 2022. A hard copy is available for review upon request at the Planning Office located at the City Annex Building, 204 E. Jefferson Street. The Plan is also available on the City website at <http://www.goshenindiana.org/cdbg>.

The City will hold a **public hearing on the proposed 2022 Annual Action Plan on Monday, March 21, 2022, at 6pm** during the City Council meeting in the City Council Chambers, at the Goshen Police and Courts Building, 111 E. Jefferson Street, Goshen. The Goshen Police and Courts Building is handicapped accessible. Non-English-speaking persons and others needing special assistance to participate in the hearing process should contact the City as soon as possible. A link to access this meeting will be posted on the City's website. The public hearing will include a review of the proposed 2022 Annual Action Plan, a review of the current 2021 program year and opportunity for citizen comment.

The following priorities were among those identified for community and neighborhood development in the City of Goshen in the 2020-2024 Consolidated Plan:

1) Housing Opportunities

- Improve owner-occupied housing through rehab
- Increase quality of rental housing
- Increase transitional housing options
- Reduce housing cost burden through higher wage job opportunities and job training
- Provide permanent supportive housing for chronically homeless
- Support affordable housing creation and preservation
- Provide emergency shelter for homeless individuals and families
- Expand housing options and assistance
- Maintain and facilitate use of Housing Choice voucher program

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2) Access to Services

- Increase access to affordable healthcare
- Increase services for mentally ill
- Support programs for youth
- Increase access to affordable childcare and early childhood education
- Support services for elderly and the disabled
- Support public transportation
- Provide emergency shelter for homeless individuals and families
- Provide permanent supportive housing for chronically homeless
- Support counseling/advocacy for underserved populations
- Increase access to substance abuse prevention and treatment
- Support life skill development
- Support nutrition programs and food assistance

3) Neighborhood Revitalization

- Improve owner-occupied housing through rehab
- Remove blighted residential properties
- Address issue of vacant/foreclosed houses
- Increase quality of rental housing
- Support public infrastructure projects
- Repair/replace existing sidewalks
- Support neighborhood parks

Proposed 2022 Annual Action Plan

For program year 2022, the City of Goshen expects to receive an **estimated** entitlement allocation of \$274,469 in CDBG funds. This allocation will be combined with an **estimated** program income amount of \$43,856 and \$20,000 in prior years' resources for an **estimated** total budget of \$338,325.

The entitlement allocation has not yet been published as of the draft date, and the estimated amount represents an average of the last 5 years. HUD recommends proceeding with the jurisdiction's normal timeline so as not to cause further delay, publishing estimated budgets and the plan for how the budget will be finalized once amounts are known. However, the plan cannot be submitted until an allocation is published. The final amount of program income will be based on the total calculated at the time the plan is submitted to HUD. The final 2022 budget will be revised upward or downward on an across the board percentage, based on the increase or decrease, subject to the required caps and maximum funding requests, with no public hearing or further public notice.

The proposed use of CDBG funds for program year 2022 is as follows:

- | | |
|--|------------------|
| 1. Public Service Grants – Provision of services to low- and moderate-income individuals and households City-wide | est. \$48,000 |
| 2. Owner-Occupied, Single Unit Rehabilitation of homes occupied by low- and moderate-income households through loans, grants and deferred payment loans City-wide | est. \$100,325 |
| 3. Multi-family Housing Rehabilitation- One multi-unit project to create and preserve affordable housing | est. \$130,000 |
| 4. Planning, general administration, environmental reviews, and audit | est. \$60,000 |
| Estimated Total Budget | \$338,325 |

Comments may be submitted to Meaghan Bylsma, Goshen City Planning, 204 E. Jefferson Street, Suite 4, Goshen, IN, 46528; (574) 533-9370, meaghanbylsma@goshencity.com on or before 30 days after March 15, 2022, and no later than April 13, 2022. A summary of comments and responses will be submitted to HUD.

Community Development Block Grant (CDBG) – City of Goshen

Summary of Program Year 2021

PY 2021 Budget- Traditional

CDBG Funds	\$285,089
Program Income	\$48,845
Prior Year Resources	\$25,000
Total	\$358,934

PY 2020 Budget- CV

CDBG-CV Funds- \$294,514

PY 2021 Activities & Expenditures as of 3/11/2022

Activity Category	Amount Allocated	Expended To-Date	Percentage
Administration & Planning	\$60,000	\$44,908.75	74.8%
Public Services	\$48,500	\$37,033.37	76.4%
Single-Unit Housing Rehab	\$108,837	\$11,490.07	10.6%
**Multi-Unit Housing Rehab	\$141,597	\$0	0%
2021 Totals	\$358,934	\$93,432.19	26%
*[2020] Single-Unit Rehab	\$116,029	\$104,898.14	
**[2020] Multi-Unit Housing	\$122,000	\$0	

**2020 Single Unit Rehab was completed and closed in PY 2021 with 90% expended.*

***Both the PY 2020 and PY 2021 Multi-Unit Housing Rehab projects are still underway.*

PY 2020 CV Activities & Expenditures as of 3/11/2022

Activity Category	Amount Allocated	Expended To-Date	Percentage
Administration	\$11,783.68	\$11,783.68	100%
Public Services (including Rent Assistance Program)	\$282,730.32	\$282,730.32	100%
Totals	\$294,514	\$294,514	100%

**Goshen Common Council
Resolution 2022-05**

**Grant Agreement Between
Indiana Criminal Justice Institute and Goshen Police Department
for 2022 Edward Byrne Memorial Justice Assistance Grant Program Funds**

WHEREAS the Goshen Police Department made application to and was awarded \$34,602.32 in grant funding from the Edward Byrne Memorial Justice Assistance Grant Program for the purchase of an evidence camera.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Grant Agreement between the Indiana Criminal Justice Institute and Goshen Police Department for the 2022 Edward Byrne Memorial Justice Assistance Grant Program Funds, a copy of which is attached to and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2022.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2022, at the hour of ____:____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2022.

Jeremy P. Stutsman, Mayor

GRANT AGREEMENT

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

Contract #00000000000000000061035

This Grant Agreement (this "Grant Agreement"), entered into by and between the **Indiana Criminal Justice Institute** (the "State"), the **Goshen City Police Department** (the "Grantee"), and the Goshen City 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 \$34,602.32 (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 attached hereto and fully incorporated herein by reference. 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 Catalog of Federal Domestic Assistance (CFDA):
Edward Byrne Memorial Justice Assistance Grant (JAG)

CFDA # 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 or any grant-related documentation to the State.

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. The Grantee understands and agrees that it must notify the State immediately if it becomes debarred or suspended by any federal or state department or agency.

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, 2022** and shall remain in effect through **December 31, 2022**. 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 **\$34,602.32**. 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 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 progress 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 in a form requested by the State, at no cost to the State.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, 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.*, 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 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 (IDOA). 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 2007-1 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.

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 including 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
402 W. Washington Street, Room W469
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Goshen City Police Department
Attn: Polly Hoover
111 E. Jefferson Street,
Goshen, IN 46528

E-mail: pollyhoover@goshencity.com

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

Goshen City Clerk-Treasurer
Attn: Richard Aguirre
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. 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 or other controlling document described 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 the foregoing are incorporated fully herein by reference.

21. Public Record. The Grantee 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 *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 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: Renumbered from Clause 24.
- Clause 26: Omitted, renumbered from Clause 25.
- Clause 27: Added.
- Clause 28: Added.
- Clause 29: Renumbered from Clause 26.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 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 Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement 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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, 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.

Goshen City Police Department

Indiana Criminal Justice Institute

By:

By:

Title:

Devon McDonald, Executive Director

Date:

Date:

Goshen City Clerk-Treasurer

By:

Title:

Date:

This document was prepared and reviewed by:

Ashley B. Merritt, Attorney No. 35039-64
Deputy General Counsel
Indiana Criminal Justice Institute

Electronically Approved by:	
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<p>Department of Administration</p> <p>By: _____ (for) Rebecca Holwerda, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Zachary Q. Jackson, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Approved as to Form and Legality: Office of the Attorney General</p> <p><i>Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on October 26, 2021 FA 21-74</i></p>

EXHIBIT A PROGRAM DESCRIPTION

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 would like to update the evidence department's technology with Crime-lite AUTO forensic digital cameras.

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

Our target population is the community at large when they are in our jurisdiction. We serve anyone who enters our community regardless of residential status. The Goshen Police department will utilize this equipment whenever it is the appropriate equipment for the crime scene.

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

Goshen Police department serves Goshen, Indiana a small town in Northern Indiana with a population of 34,000. We are largely industrial with an influx of persons on a daily basis for work. The equipment will be utilized at crime scenes throughout the city, as well as, in our evidence department to analyze evidence brought to the department.

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.

This equipment will replace current, outdated equipment in our evidence department. Once trained, the evidence technicians will begin to utilize this equipment at any crime scene to obtain forensic evidence that can assist our department in solving more crimes and convicting criminals.

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

The timeline may be adjusted due to shipping availability, but the proposed timeline is: January 2022 – order equipment (6-8-week delivery period, depending on shipping) March 2022 – Evidence Technicians trained to use Crime-Lite Auto

April 2022 – Crime-Lite Auto is fully integrated into being utilized at crime scenes to search , identify, and record evidence

July 2022 – review usage and average time spent at the crime scene

October 2022 – train additional staff, as well as review usage and average time spent at the crime scene

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

Following the purchase of the items, there will be a one-day training put on by the company. Following the training, the evidence technicians can begin to utilize the equipment immediately.

**EXHIBIT B
BUDGET**

**2022 Edward Byrne Memorial Justice Assistance
Grant Program (JAG)
Equipment**

<u>Equipment Item</u>	<u>Fund Type</u>	<u>Number of Units</u>	<u>Price Per Item</u>	<u>Percentage</u>	<u>COST</u>
Crime-Lite AUTO digital camera	Grant	1	\$30,142.82	100%	\$30,142.82
Crime-Lite AUTO Oblique Lighting RingAccessory	Grant	1	\$1,429.63	100%	\$1,429.63
Crime-Lite AUTO Coax Lighting Accessory	Grant	1	\$1,763.21	100%	\$1,763.21
Interactive Evidence Sample Kit	Grant	1	\$1,266.66	100%	\$1,266.66

Equipment - Total: \$34,602.32

Budget Summary

Total Budget By Category

BUDGET CATEGORY	Amount
PERSONNEL	\$0
EMPLOYEE BENEFITS	\$0
TRAVEL (INCLUDING TRAINING)	\$0
EQUIPMENT	\$34,602.32
SUPPLIES & OPERATING EXPENSES	\$0
CONSULTANTS AND CONTRACTORS	\$0
TOTAL	\$34,602.32

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	Amount	Percent
GRANT	\$34,602.32	100.00%
MATCH	\$0	0.00%
TOTAL	\$34,602.32	100.00%

PROGRAM INCOME

PROGRAM INCOME \$0

Approved Award Amount: \$34,602.32

Program/Grant Manager: Samantha Terry

Exhibit C

Award 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) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public safety.

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/guidance/guidance_DOJ_Guidance.html. Additional resources are available at <http://ojp.gov/about/ocr/lep.htm>. 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 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 7th Street NW
Washington, DC 20531
202-307-0690
Fax: 202-616-9865
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://ojp.gov/about/ocr/eeop.htm>. If you have questions, please visit the [EEOP FAQ](#) page 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.
 - **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. 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-AwardReqts.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. 200.333.

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. Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5. 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.

6. 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.

7. 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 adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. 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).

9. 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) and (2).
 - 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) and (2) 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) and (2).
 - 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), 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) and (2).

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. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

10. 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 200.79) 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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").

17. 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.

18. 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>.

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OWW, 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.

20. 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 OWW, 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.

21. 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.

22. 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."

23. 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.

24. 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.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

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/FY21AppropriationsRestrictions.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.

26. 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: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

27. 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 of 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.

28. 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.

29. 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.

30. 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. 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.

31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification*

1. If the recipient is a "State," a local government, or a "public" institution of higher education:
 - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."
 - B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.
 - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."
 - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.
4. Rules of Construction
 - A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification*

1. If the recipient is a "State," a local government, or a "public" institution of higher education:
 - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
 - B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
 - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."
 - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence

submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ...information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance*

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict--(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

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

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. 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) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one this is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under Title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000D-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and U U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance*

1. Throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or any way restrict -- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. 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) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
4. Rules of Construction.
 - A. For purposes of this condition:
 - (1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
 - (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
 - (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information*

SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 8 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

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 allowable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of Construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or --official, through any means,

including, without limitation -- (1) through any database, (2) in connection with any law enforcement partnership or --taskforce, (3) in connection with any request for law enforcement assistance or --cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one -- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information*

SCOPE: This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

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 allowable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of Construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

- (2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation--(1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
- (3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and
- (4) the term "public disclosure" means any communication or release other than one--(a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release*

SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

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 reasonable, necessary, and allocable costs (if any) of actions (e.g. training) designed to ensure compliance with this condition.

4. Rules of construction

- a. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
- b. Applicability
 - (1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.
 - (2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release*

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- a. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
- b. Applicability
 1. Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.
 2. Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
- c. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens*

SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant...to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, - agency, or -- official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the

purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

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 (e.g. training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

- (1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
- (2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).
- (3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-
 - i. conviction described in 8 USC 1227(a)(2), or
 - ii. conduct described in 8 USC 1227(a)(4).
- (4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
- (5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7) as of January 1, 2020.
- (6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that --
 - (a) is designed to prevent or to significantly delay or complicate, or
 - (b) has the effect of preventing or to significantly delaying or complicating.
- (7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
- (8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens*

SCOPE: This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant...to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, - agency, or -- official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

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 allowable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of Construction.

A. For purposes of this condition:

1. The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

2. The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

3. The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-
 - (a) conviction described in 8 USC 1227(a)(2), or
 - (b) conduct described in 8 USC 1227(a)(4).
 4. The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
 5. The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of January 1, 2020.
 6. The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that --
 - (a) is designed to prevent or to significantly delay or complicate, or
 - (b) has the effect of preventing or to significantly delaying or complicating.
 7. "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
 8. A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
 9. "Program or activity" means what it means under 42 USC 2000d-4a.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients*

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, 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).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 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 \$25,000, 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).

44. 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.

45. 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.

46. 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. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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). 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).

52. 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.

53. 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".

54. "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) 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.

55. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate at BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designee, upon BJA's request.

56. 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://bj.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.

57. 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.

58. 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.

59. 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.

60. 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 (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). 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>.

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). 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). 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.

62. 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.

63. 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.

64. 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.

65. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

66. 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, "FAPIS").

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, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

* Consistent with an April 14, 2021 Attorney General memorandum, the Department of Justice is no longer implementing or enforcing this condition. Please see <https://www.ojp.gov/funding/explore/legal-notices> for more information.

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.ifonline.org/login.aspx>

d. The Gateway User Guide is found at <https://gateway.ifonline.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 email address.

2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs

3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.



**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: City Council

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Approval of an Economic Development Agreement with Ariel Cycleworks, LLC for the Development of the former Western Rubber Property

DATE: March 21, 2022

Anderson Partners attended the February 18, 2022 Redevelopment Commission meeting and presented their updated project plans for the former Western Rubber property. Their original proposal was submitted in July 2021 and, over the past several months, has been further refined to best fit the property. The Commission approved the Economic Development Agreement for the project at the March 8, 2022 meeting and it is now being brought to the Council with a request for approval.

In summary, the development plan includes a mixed-use project including approximately 138 residential units with 5,000 square feet of commercial space within the southern building on the property. The proposed plan accounts for the site's condition as a brownfield, incorporates extensive green infrastructure to address the lack of stormwater connection within this area and has been designed to prohibit ingress/egress onto Plymouth Avenue and to provide connection to the 9th Street trail way. The developers have named the project Ariel Cycleworks as a tribute to the Ariel Bicycle company that originally existed in the northwest corner of this property and the design of the southern building adjacent to Plymouth Avenue incorporates industrial elements as a tribute to the site's history while also considering the development's placement within an existing neighborhood to ensure it fits. Anderson Partners held a neighborhood meeting last fall to gather feedback from area residents and utilized that information as they further refined their plans.

The proposed project includes a combination of HUD funding, an Economic Development Revenue Bond issued by the City and purchased by the developer and a READI grant with a total estimated investment of \$31 million dollars. The request to the Commission includes the following:

1. Issuance of a \$4.42 million-dollar Economic Development Revenue Bond with a 100% TIF pledge until the bond is repaid but no later than 25 years
2. City support for their \$5 million READI grant application to the South Bend-Elkhart Regional Partnership
3. Development of a site-specific TIF district for this project, which requires the parcel to be removed from the existing Consolidated River Race TIF and established as its own

Per the draft TIF policy that is currently being reviewed and revised by the TIF Policy Committee, standard support is recommended to be limited to a 75% TIF pledge for a term not to exceed 20 years

unless extenuating circumstances exist. For this specific project, the site lies within an area identified for redevelopment (9th Street Corridor), is a documented brownfield site and faces unusual stormwater limitations due to the unavailability of stormwater infrastructure within the area. The proposed project does address many of the desired goals within the policy as follows:

1. Most, if not all, units within the development will be priced within the 60-120% AMI rent range and will serve as “work force” housing.
2. Developer supports the essential worker housing concept and agrees to set aside 20% of the units at the time of initial lease-up and to then keep a wait list for essential workers into the future.
3. Green infrastructure will be used throughout the project to address the stormwater limitations, including pervious pavers, rain gardens, etc.
4. Overall plan achieves the goal of redevelopment of brownfield sites and neighborhood enhancement.

If approved by the City Council, work will begin for the establishment of the new TIF and the issuance of the bond and will be brought back to both groups for subsequent approvals. The developer’s goal is to begin construction for the project before the end of 2022.

A copy of the full Economic Development Agreement is attached, including the current site plan and renderings.

**GOSHEN COMMON COUNCIL
RESOLUTION 2022-06**

Economic Development Agreement with AP Development LLC and AP Cycleworks LLC

WHEREAS the City of Goshen, AP Development LLC and AP Cycleworks LLC have negotiated an agreement for the acquisition, financing and development of the real estate at 620 East Douglas Street. A copy of the Economic Development Agreement is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Common Council that:

- (1) The terms and conditions of the Economic Development Agreement with AP Development LLC and AP Cycleworks LLC attached to and made a part of this resolution are approved.
- (2) Mayor Jeremy P. Stutsman is authorized the execute the Economic Development Agreement on behalf of the Goshen Common Council and City of Goshen.

PASSED by the Goshen Common Council on _____, 2022.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2022, at the hour of ____:____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2022.

Jeremy P. Stutsman, Mayor

**ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)**

This Economic Development Agreement ("Agreement") is entered into this ___ day of March, 2022, by and among the CITY OF GOSHEN, INDIANA (the "City"), the CITY OF GOSHEN REDEVELOPMENT COMMISSION (the "Commission" and together with the City, the "Local Government Bodies"), AP DEVELOPMENT LLC, an Indiana limited liability company ("APD"), and AP CYCLEWORKS LLC, an Indiana limited liability company ("Owner", and together with APD, the "Developer").

WHEREAS, the Commission owns certain real estate located at 620 East Douglas Street, Goshen, Elkhart County, Indiana, known as the Western Rubber Site, which real estate is particularly described on **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, pursuant to procedures required by law, the City did solicit proposals for the acquisition and redevelopment of the Property; and

WHEREAS, on the due date of the proposals the City received one proposal for the acquisition and redevelopment of the Property; and

WHEREAS, the City has determined that Developer presented a qualified team and has selected Developer to redevelop the Property; and

WHEREAS, the Local Government Bodies desire to foster redevelopment and economic development within the 9th Street Corridor Area located within the City; and

WHEREAS, the Developer has proposed the development of the Property as approximately 138 apartment units and related uses with a capital investment of approximately Thirty Million Dollars (\$30,000,000) (the "Project"); and

WHEREAS, the Developer has requested certain economic development assistance from the Local Government Bodies to complete the Project; and

WHEREAS, the Local Government Bodies have determined that the completion of the Project is in the best interests of the citizens of the City and the Area (as defined in Section 5.03) and, therefore, the Local Government Bodies desire to take certain steps in order to induce the Developer to complete the Project; and

WHEREAS, to stimulate and induce the development and completion of the Project, the Local Government Bodies have agreed, subject to further proceedings as required by law, to take certain other actions all as described herein; and

WHEREAS, the Local Government Bodies have determined to enter into this Agreement in order to formalize the terms and provisions of the economic development incentives to be provided to the Developer and to memorialize each party's related rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I.

RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II.

CONVEYANCE OF PROPERTY

2.01 Purchase Price: The purchase price shall be Seventy-Five Thousand and No/100 Dollars (\$75,000) (“Purchase Price”). The Purchase Price shall be payable in cash at Closing on the acquisition of the Property by Owner or as otherwise agreed to by the parties. If required, Owner and Commission shall enter into a mutually acceptable purchase agreement (“Purchase Agreement”) for acquisition of the Property by Owner from the Commission.

ARTICLE III.

MUTUAL ASSISTANCE

3.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Local Government Bodies and to hold certain public hearings and adopt certain ordinances and resolutions) as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE IV.

PROJECT AND PROJECT DEVELOPMENT

4.01 Project.

(a) The Project shall generally consist of the improvements described in **Exhibit B** attached hereto. The Project shall be constructed substantially in accordance with the site plan attached hereto as **Exhibit C** (“Site Plan”) and the architectural renderings attached hereto as **Exhibit D** (“Preliminary Renderings”), which Site Plan and Preliminary Renderings are considered preliminary and shall be subject to modification as described in subsection 4.01(c).

(b) The Project's projected tax increment is included as **Exhibit E** prepared by Baker Tilley as of February 17, 2022 ("TIF Projections"), attached hereto and made a part hereof. Developer's ability to proceed is subject to the performance by the Local Government Bodies of their respective obligations under this Agreement and the closing of financing satisfactory to the Developer

(c) If Developer determines, upon consideration of market and other external factors, that substantial revisions to the Site plan are required, Developer, in consultation with the City, may modify or substitute alternate uses and configurations in the Site Plan; provided, however, the approval of the City, may not be unreasonably withheld. The City's approval shall be a condition to such making substantial revisions to the Site Plan. The substitution or modification shall not materially reduce the total minimum investment by the Developer set forth herein and the projected assessed value of the Project. The Project, as it may be modified from time to time, shall comply with applicable zoning laws and approval requirements.

(d) The Developer shall establish the scope, timing and budget/construction costs of the work to be funded with the Bonds. Eligible items to be funded with the Bonds include the following:

- (i) Public Infrastructure; and
- (ii) Stormwater retention/detention facilities, including but not limited to in ground and underground facilities, permeable hard surfaces and landscaping to manage stormwater on site; and
- (iii) Demolition; and
- (iv) Environmental remediation; and
- (v) Water Main Installation, including but not limited to connection to the existing public water main and service lines to the residential and commercial units within the Project; and
- (vi) Sewer Main Installation, including but not limited to connection to the existing public sewer main and service lines to the residential and commercial units within the Project; and
- (vii) Sidewalk Construction, including but not limited to construction of all sidewalks within the Project and those required by Planning & Zoning within the rights-of-way adjacent to the Project as approved and agreed to by Developer; and
- (viii) Roadway Improvements and Construction, including but limited to construction of all roadway improvements required by City departments and agreed to in writing by Developer prior to such improvements being undertaken for the adjacent public roadways, including entrances into the Project, roadway and parking improvements within

the Project and repair and restoration of roadways following any utility work required for the Project;

- (ix) Construction of footers and building slabs associated with the Project; and
- (x) Installation of all underground plumbing associated with the Project; and
- (xi) Installation of all underground water lines associated with the Project; and
- (xii) Installation of underground electrical services associated with the Project.

4.02 Commencement of Construction. Developer shall issue a Notice to Proceed for the Project within one (1) year following closing on the Project financing (the "Commencement Date"). In the event Developer does not issue a Notice to Proceed construction on or before the Commencement Date, Developer and Local Government Bodies shall work to modify this Agreement in order to complete the Project as detailed in Section 4.05.

4.03 Investment and Timing. Developer agrees that (a) the total investment for development, design and construction of the Project will be approximately Thirty Million Dollars (\$30,000,000) and (b) within thirty (30) months following the Commencement Date Developer shall make substantial progress toward completion of the Project.

4.04 Essential Worker Housing.

(a) Owner agrees that twenty percent (20%) of the residential units within the Project shall be offered to persons employed as first responders, health care workers and teachers as of the date of application for a lease ("Essential Workers") for a period of thirty (30) days from receipt of a Certificate of Occupancy for the Project from the City ("Initial Lease-up"). In the event Essential Workers have not executed a lease agreement within the Initial Lease-Up period, Owner may offer the units to any tenant.

(b) Owner agrees to maintain a waitlist of Essential Workers ("EW Waitlist"). For a period of twenty (20) years following receipt of the Certificate of Occupancy, Owner agrees to offer twenty percent (20%) of the residential units within the Project to Essential Workers on the EW Waitlist for a period of five (5) days following Owner providing notification of availability to those on the EW Waitlist. If an Essential Worker does not execute a lease agreement for the unit within five (5) days following such notification, Owner may offer the unit to others. Notwithstanding anything contained herein, Owner and the Local Government Entities agree and acknowledge that the Project will at all times comply with any and all federal, state and local fair housing laws, and that the commitment by Owner with respect to Essential Workers may be impacted by such compliance.

(c) Owner will not be required to verify a tenant's status as an Essential Worker following the execution of an initial lease agreement by an Essential Worker.

4.05 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, pandemic, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, inability to obtain the required permits, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Developer or the Local Government Bodies are entitled to delay performance under this Agreement and (ii) the Developer or the Local Government Bodies anticipate that such permitted delay will cause a delay in their performance under this Agreement, then the Developer or the Local Government Bodies, as the case may be, agree to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

4.06 Property Taxes. Developer shall be responsible for all taxes assessed on the Property upon acquisition of the Property subject to Article V.

4.07 Permits. Developer shall complete and file all necessary documentation to secure all required permits and approvals for construction and installation of the Project.

4.08 Project Standards. In addition to generally applicable requirements relating to local review and approval of the Project, the Plan Commission shall approve final detailed plans for the Project, including aspects of the Project relating to construction material and quality and esthetic standards as required by current local ordinances. The final plans shall be substantially consistent with the concepts included in the Site Plan and Preliminary Renderings, each as may be revised pursuant to Section 4.01(b), and shall be approved by the Plan Commission prior to issuance of any permits.

ARTICLE V.

PUBLIC PARTICIPATION

5.01 Zoning and Planned Unit Development. In the event the Property must be rezoned for the Project, the City shall, subject to further proceedings required by law, assist in the support of any agreed upon rezoning or variances required to complete the Project, including parking variances. Developer and Local Government Bodies shall cooperate in establishing a Planned Unit Development ("PUD") for the Project.

5.02 Taxable Economic Development Revenue Bonds. The City shall, subject to further proceedings required by law to cause the issuance of, in one or more series, taxable economic development revenue bonds, pursuant to Indiana Code 36-7-12 (the "Bonds"), in an aggregate principal amount not to exceed Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000), for a period of twenty-five (25) years and at a maximum interest rate of 5.0% per annum. The Bonds will be payable solely from the TIF Revenues (as defined herein) generated by this project and as projected by the City's Financial Advisors (attached hereto) and, to the extent TIF Revenues

are insufficient to repay the Bonds (the "Deficiency Amount"), the Developer shall pay the Deficiency Amount. The Developer or an affiliate of Developer may purchase the Bonds.

5.03 Creation of Economic Development Area and Pledge of TIF Revenues. The Local Government Bodies shall each, subject to further proceedings required by law, participate and assist in the creation of, pursuant to Ind. Code §36-7-14, an Economic Development Area (the "Area") and a tax increment finance allocation area ("TIF Area"), the boundaries of each of which are coterminous with the Property. It is currently contemplated that the Project and resulting increases in assessed valuation of the real property will generate tax increment revenues (the "TIF Revenues") and the TIF Projections. The Local Government Bodies shall, subject to further proceedings required by law, pledge 100% of the TIF Revenues to the repayment of the Bonds (the "TIF Pledge"), thereby reducing the Developer's obligations to repay the Bonds. The Local Government Bodies agree that the Property is currently tax exempt and the base assessed value of the Property will continue to be \$0 for purposes of calculating TIF Revenues available for the TIF Pledge.

5.04 Referendum Property Taxes. Owner will be responsible for paying annual property taxes related to any and all school referendums approved by the Local Government Bodies.

5.05 Costs of Issuance. All of the City's reasonable third-party costs (including reasonable professional costs) relating to the negotiation of the incentive and the issuance of the Bonds ("Cost of Issuance") shall be paid from the Bond proceeds, which Costs of Issuance shall not exceed \$115,000.

5.06 Regional Development Authority. City will coordinate with its Regional Development Authority ("RDA") pursuant to Indiana Code §36-7.6-2 et seq. in order to qualify the Project for the maximum Indiana Redevelopment Tax Credit authorized under Indiana Code §6-3.1-34 and/or for the maximum Indiana READI grant authorized under Indiana Code §5-28-41.

5.07 Environmental Restrictive Covenant. Developer understands the Property is subject to an Environmental Restrictive Covenant ("ERC") with the Indiana Department of Environmental Management ("IDEM"). City will work with the Developer and IDEM to amend the ERC to allow for the Project on the Property. The City shall be responsible for all costs necessary to remove the pollutants or hazardous materials and debris if necessary to permit the Project on the Property.

ARTICLE VI.

ADDITIONAL REPRESENTATIONS, WARRANTIES COVENANTS. AND CONSENTS OF THE DEVELOPER

6.01 Authority. The Developer represents and warrants that it has all requisite authority to enter into this Agreement and will proceed with due diligence to complete the Project.

6.02 Compliance with Law. The Developer agrees to comply in all material respects with all applicable laws related to the construction, development and use of the Property and the Project.

ARTICLE VII.

AUTHORITY

7.01 Actions. The Local Government Bodies represent and warrant that they have taken or will take (subject to the Developer's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable the Local Government Bodies to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on their part to be kept and performed as provided by the terms and provisions hereof.

7.02 Powers. The Local Government Bodies represent and warrant that they have full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform their respective obligations under this Agreement, subject to section 7.03 hereof.

7.03 Future Actions. The parties acknowledge that the agreements of the Local Government Bodies under this Agreement are subject to future actions by such bodies, and by the bodies of the City of Goshen Common Council (the "Council") and the City's Economic Development Commission (the "EDC"), and compliance with statutory procedures required by law, including public notice and public hearing requirements. The Local Government Bodies agree to complete such statutory procedures, and to coordinate with the governing bodies of the Council and the EDC to complete such statutory procedures, and to take the final actions required to implement such agreements.

7.04 Representations and Warranties of the City. The City hereby makes the following representations and warranties for the purpose of inducing Developer to enter into this Agreement: (a) City has no knowledge of any off-record or undisclosed legal or equitable interest in the Property owned or claimed by any other person or entity; (b) if the Property consist of more than one parcel, all of such parcels are contiguous; (c) the rights of tenants or other possessory interests in the Property have been fully disclosed to Developer; (d) to the best of City's knowledge, there is not now, nor has there ever been any environmental condition at the Premises which has given or could give rise to (i) liability on the part of Developer to reimburse any governmental authority or other party for the costs of such clean-up or (ii) a lien or encumbrance on the Property; and (e) to the best of City's knowledge, the Property (i) contains no facilities that are subject to reporting under applicable law; and (ii) are not the site of any underground storage tanks for which notification is required under applicable law as of the date of Closing. The representations and warranties made by City under this Section 7.04 shall survive for a period of one (1) year following Closing. The foregoing representations and warranties are true as of the date of this Agreement, and shall be true as of the date of Closing.

ARTICLE VIII.

GENERAL PROVISIONS

8.01 No Agency, Partnership or Joint Venture. Nothing contained in this Agreement nor any act of the Local Government Bodies and the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or if principal and agent, limited or general partnership, or joint venture between the Local Government Bodies and the Developer.

8.02 Enforcement. No entity other than Developer shall have the right to enforce the obligations of the Local Government Bodies under this Agreement; provided, however, that Developer may assign its right to enforce the obligations of the Local Government Bodies under this Agreement to any affiliate of the Developer and to investors or lenders of the Developer with the consent of the Local Government Bodies.

8.03 Breach. Before any failure of any party to this Agreement to perform its obligations hereunder shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after thirty (30) days, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity; provided, however, if such cure, being diligently pursued, is not reasonably capable of being cured within thirty (30) days, the breaching party shall have such additional time as is reasonable to cure such breach before the non-breaching party may seek any remedy available at law or equity.

8.04 No Other Agreement. The parties concur that this Agreement constitutes the parties' mutual recognition that no other contracts or agreements, oral or written, exists between them with respect to the subject matter contained herein and that if such oral or written contracts or agreements exist, such are hereby superseded. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding with respect to the subject matter hereof not reduced to writing and incorporated into this Agreement prior to the execution hereof or not reduced to writing and incorporated into written amendments to this Agreement.

8.05 Notices. All notices required to be given under this Agreement shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth below:

To the City: City of Goshen, Indiana
 202 South Fifth Street
 Goshen, IN 46528
 Attention: Mayor

With a copy to: Larry Barkes
 Attorney, Goshen Redevelopment Commission
 204 East Jefferson Street
 Goshen, IN 46528

To the Redevelopment

Commission: City of Goshen Redevelopment Commission
204 East Jefferson Street, Suite 6
Goshen, IN 46528
Attention: Becky Hutsell, Redevelopment Director

To Developer: AP Development LLC
214 East Main Street
Brownsburg, IN 46112
Attention: Jonathan R. Anderson, Esq.

8.06 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.07 Amendment. This Agreement may be amended only in writing signed by each of the parties.

8.08 Assignment. Developer shall be permitted to assign this Agreement to an affiliate of Developer or an entity in which an affiliate of Developer serves as the general partner with the consent of the Local Government Bodies; provided, however, that such assignments shall not release Developer from its liability hereunder which shall remain in full force and effect. Except as permitted in this Section 8.08, neither party may assign its rights and obligations under this Agreement without the consent of the other party, which consent shall not be unreasonably delayed, conditioned or withheld. If consent is given, assignments shall not release Developer or the Local Government Bodies, as applicable, from their respective liability hereunder which shall remain in full force and effect.

8.09 Indiana Law. This Agreement and all Exhibits attached hereto shall be construed in accordance with the laws of the State of Indiana.

8.10 Venue. The parties agree that if any litigation arises out of this Agreement that such litigation shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.

8.11 Waiver. No delay or failure by Developer or the Local Government Bodies to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

8.12 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8.13 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and the Local

Government Bodies have approved or ratified this Agreement at public meetings, as required under Indiana law.

8.14 Counterparts. This Agreement may be executed in several counterparts but taken together shall be one and the same instrument and all shall be deemed originals.

8.15 Force Majeure. No party shall be liable for any failure to perform its obligations to the extent a delay in performing such obligations is due to acts of nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster, but not including weather conditions which could be reasonably anticipated), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, pandemic or interruption or failure of power sources.

[remainder of page intentionally left blank]

SIGNATURE PAGE TO
ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)

AP DEVELOPMENT LLC

Date: March ____, 2022

By: _____
Jonathan R. Anderson, Manager

AP CYCLEWORKS LLC

Date: March ____, 2022

By: _____
Jonathan R. Anderson, Manager

CITY OF GOSHEN

Date: March ____, 2022

By: _____
Jeremy Stutsman, Mayor

**CITY OF GOSHEN REDEVELOPMENT
COMMISSION**

Date: March ____, 2022

By: _____
Vince Turner, President

Exhibit A

LEGAL DESCRIPTION

(TO BE CONFIRMED BY TITLE COMMITMENT)

A part of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 15, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana and more particularly described as follows:

Commencing at an iron pipe marking the intersection of the South line of the West Half (W ½) of the Northwest Quarter (NW ¼) of said Section 15 and the East line of the former C.C.C. & St. Louis Railroad right of way; thence on an assumed bearing of due North along the East line of said railroad right of way, a distance of 789.23 feet to a rebar marking the intersection of the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as recorded in Miscellaneous Record Volume 50, page 614 of the Elkhart County Recorder's Office and the East line of said railroad right of way and the point of beginning of this description; thence continuing on a bearing of due North along the East line of said railroad right of way, a distance of 482.60 feet to a rebar marking the intersection of the South line of Douglas Street and the East line of said railroad right of way; thence South 88 degrees 58 minutes 27 seconds East along the South line of Douglas Street, a distance of 356.01 feet to a cross-cut marking the intersection of the South line of Douglas Street and the West line of Tenth Street, also the Northeast corner of Lot #10 of THOMAS ADDITION to the City of Goshen; thence South 0 degrees 02 minutes 00 seconds East along the West line of Tenth Street, a distance of 478.00 feet to a rebar marking the intersection of the West line of Tenth Street and the North line of Plymouth Avenue, also the Southeast corner of Lot #1 of PURL AND HOPE'S EAST ADDITION to the City of Goshen; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, a distance of 82.5 feet to a rebar; thence South 0 degrees 02 minutes 00 seconds East along the East line of the vacated portion of Plymouth Avenue, as vacation is recorded in Miscellaneous Record Volume 50, page 614 of the Elkhart County Recorder's Office, a distance of 6.00 feet to a rebar; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as described above a distance 273.82 feet to the point of beginning of this description.

This real estate is commonly known and referred to as 620 East Douglas Street, Goshen, Indiana 46526. Parcel No. 20-11-15-153-001.000-015.

EXHIBIT B

ARIEL CYCLEWORKS PROJECT DESCRIPTION

The acquisition and redevelopment of the former Western Rubber site located at 620 East Douglas Street in Goshen, Indiana as a mixed-use development containing approximately 138 units of residential apartments and approximately 5,000 SF of commercial / institutional space.

Exhibit C - SITE PLAN CONCEPT

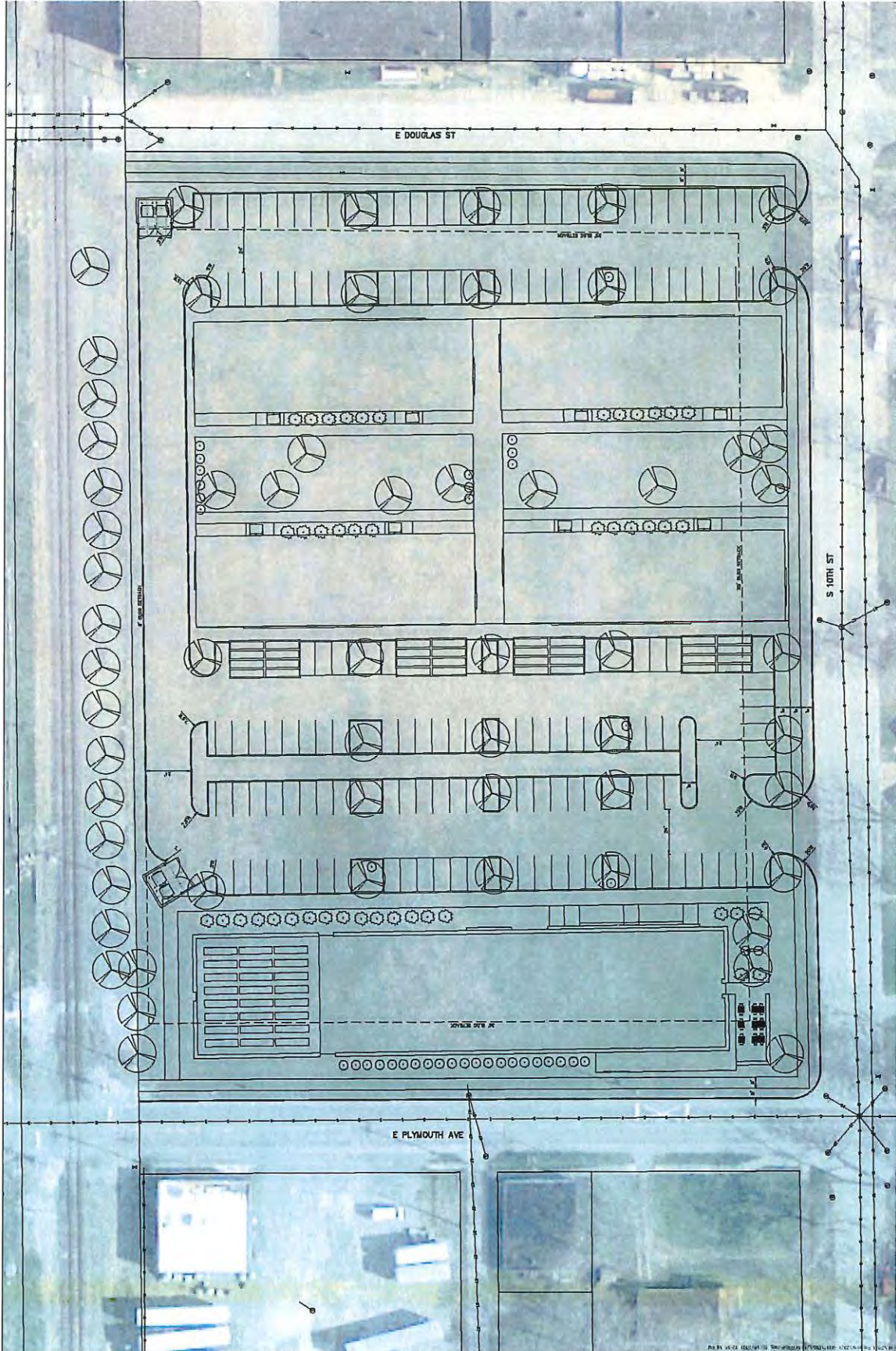
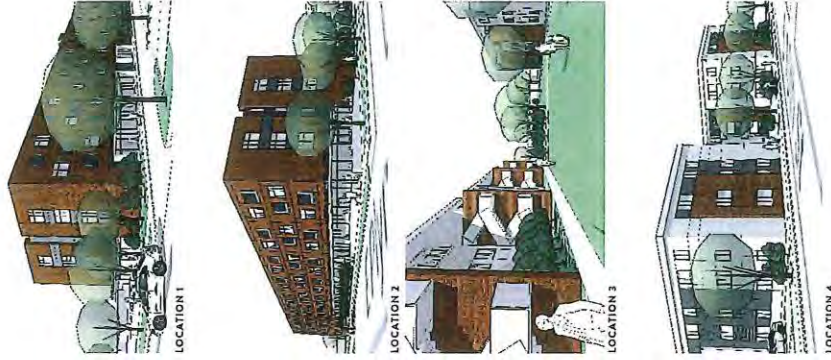


Exhibit D – Architectural Renderings Concept

DELV
DESIGN

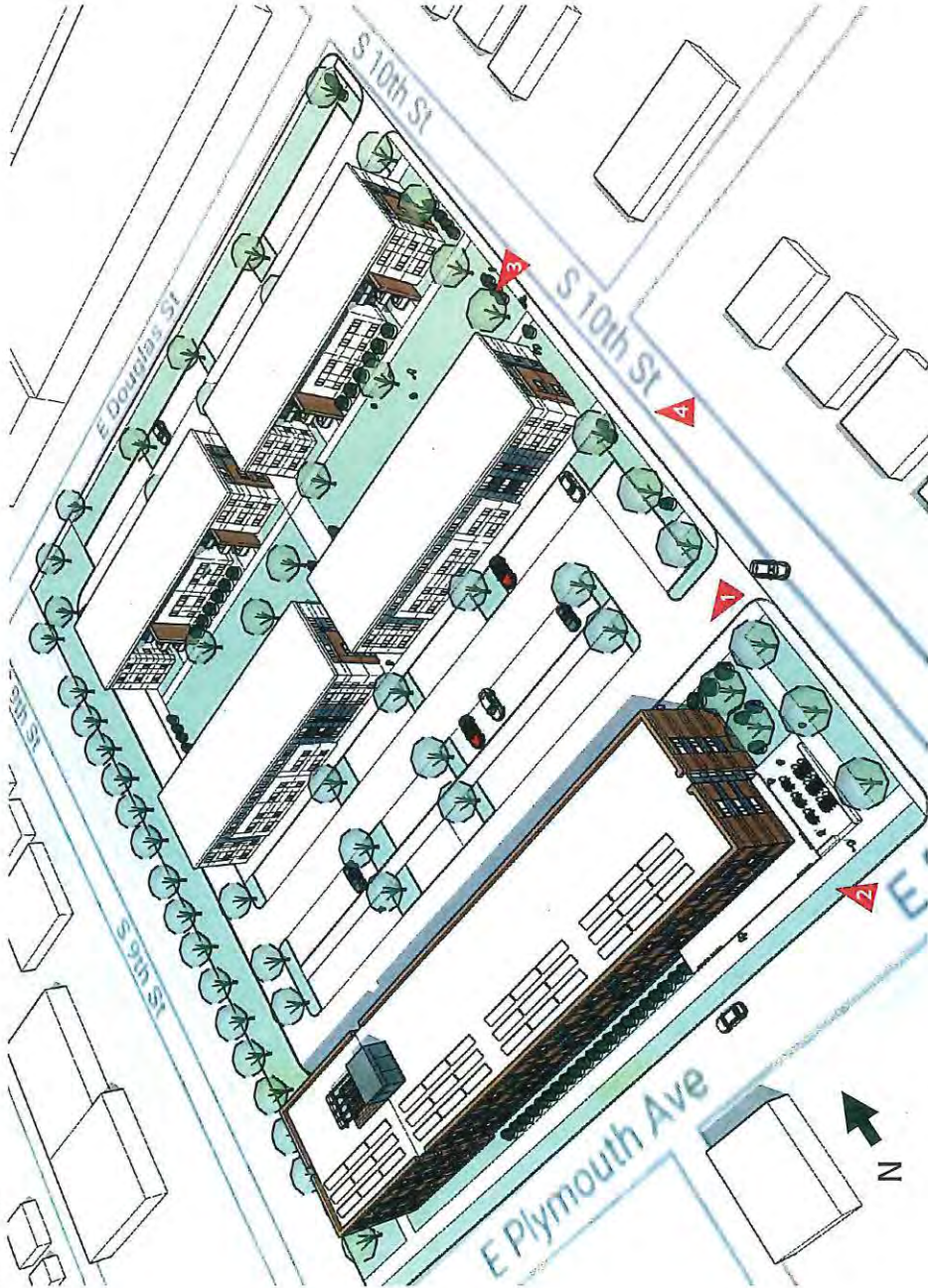
GROUND LEVEL VIEWS
LOCATIONS AS NOTED



DELV DESIGN // CONCEPT 1

ARIEL CYCLEWORKS

AXONOMETRIC VIEW
FROM SOUTHEAST



GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Western Rubber Project

ESTIMATED TAX INCREMENT FOR THE PROPOSED DEVELOPMENT

	January 1 Completion Date (1)	Estimated Sq. Ft./Acre (2)	Estimated Assessed Value / Sq. Ft./Acre (3)	Estimated Assessed Value Year Payable 2025
Proposed Development				
Apartments	2024	150,920	\$90	\$13,582,800
Commercial	2024	5,780	60	346,800
Land (4)	2024	5.13	30,000	153,900
				<hr/>
Estimated Net Assessed Value				14,083,500
Less: Base Assessed Value (5)				<hr/> 0
Estimated Incremental Assessed Value				14,083,500
Times: Net Tax Rate (6)				<hr/> \$3.4216
Sub-total				481,880
Less: Estimated Circuit Breaker Credit (7)				<hr/> (142,820)
Estimated Net Property Taxes				339,060
Less: Estimated Referendum Taxes (8)				<hr/> (53,880)
Estimated Tax Increment				285,180
Plus: Additional TIF from LIT PTRC (9)				<hr/> 24,290
Estimated Net Tax Increment (10)				<hr/><hr/>\$309,470

- (1) Per City representatives. Assumes the first taxes payable year will be the year following the January 1 assessment date.
- (2) Per Developer representatives.
- (3) Estimated assessed values are based upon comparable properties located within Elkhart County. The actual assessed values will be determined by the Elkhart County Assessor upon completion, and the actual assessed values may be materially different from the values assumed in this analysis.
- (4) Assumes the project is located on parcel 20-11-15-153-001.000-015 (the "Project Parcel") and that the Project Parcel will be assessed as primary commercial land.
- (5) Represents the pay 2022 base assessed value of the Project Parcel per the Elkhart County Auditor's office.
- (6) Represents the pay 2022 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5940, less the 2021 LIT Property Tax Replacement Credit of 5.3678%.
- (7) Accounts for the application of the Circuit Breaker Tax Credit, which limits property tax liability to 2.0% of gross assessed value for non-homestead residential property and 3.0% for commercial property. The Goshen Community School Corporation combined referendum tax rate of \$0.3826 does not apply to the calculation of the Circuit Breaker Tax Credit.
- (8) Represents the taxes that will be captured by the Goshen Community School Corporation combined referendum tax rate of \$0.3826.
- (9) Represents the taxes from the LIT Property Tax Replacement Credit that will be reimbursed to the Redevelopment Commission in the form of Tax Increment.
- (10) Assumes 100% of the Tax Increment is pledged for debt service on the Bonds.

Note: This analysis assumes no additional growth in assessed values or changes in tax rates. Changes to these assumptions or to those outlined above may have a material effect on the tax increment estimates contained in this analysis.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Assumes 25-Year Bonds

Illustrative Project Costs:

Net proceeds available for the Project	\$4,305,000
Capitalized interest through January 1, 2025 (1)	0
Allowance for Bond issuance costs and contingencies	<u>116,000</u>
Total Illustrative Project Costs	<u><u>\$4,421,000</u></u>

Illustrative Project Funding:

Illustrative Economic Development Revenue Bonds of 2022 (2)	<u><u>\$4,421,000</u></u>
---	---------------------------

- (1) Assumes the Developer will forgo the interest during construction. If the Developer does not forgo interest, the net proceeds would decrease by \$463,223.
- (2) Assumes the bonds will be purchased by the Developer or a related subsidiary and will be payable solely from project tax increment.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

**ILLUSTRATIVE AMORTIZATION OF \$4,421,000 PRINCIPAL AMOUNT OF
ECONOMIC DEVELOPMENT REVENUE BONDS OF 2022**
Assumes Bonds dated May 18, 2022.

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Fiscal Year Debt Service
07/01/22	\$4,421,000			\$21,123 (2)	\$21,123	
01/01/23	4,421,000			88,420 (2)	88,420	\$109,543
07/01/23	4,421,000			88,420 (2)	88,420	
01/01/24	4,421,000			88,420 (2)	88,420	176,840
07/01/24	4,421,000			88,420 (2)	88,420	
01/01/25	4,421,000			88,420 (2)	88,420	176,840
07/01/25	4,421,000	\$64,000	4.00%	88,420	152,420	
01/01/26	4,357,000	64,000	4.00%	87,140	151,140	303,560
07/01/26	4,293,000	67,000	4.00%	85,860	152,860	
01/01/27	4,226,000	67,000	4.00%	84,520	151,520	304,380
07/01/27	4,159,000	69,000	4.00%	83,180	152,180	
01/01/28	4,090,000	70,000	4.00%	81,800	151,800	303,980
07/01/28	4,020,000	72,000	4.00%	80,400	152,400	
01/01/29	3,948,000	73,000	4.00%	78,960	151,960	304,360
07/01/29	3,875,000	75,000	4.00%	77,500	152,500	
01/01/30	3,800,000	75,000	4.00%	76,000	151,000	303,500
07/01/30	3,725,000	78,000	4.00%	74,500	152,500	
01/01/31	3,647,000	79,000	4.00%	72,940	151,940	304,440
07/01/31	3,568,000	81,000	4.00%	71,360	152,360	
01/01/32	3,487,000	82,000	4.00%	69,740	151,740	304,100
07/01/32	3,405,000	84,000	4.00%	68,100	152,100	
01/01/33	3,321,000	85,000	4.00%	66,420	151,420	303,520
07/01/33	3,236,000	88,000	4.00%	64,720	152,720	
01/01/34	3,148,000	88,000	4.00%	62,960	150,960	303,680
07/01/34	3,060,000	91,000	4.00%	61,200	152,200	
01/01/35	2,969,000	92,000	4.00%	59,380	151,380	303,580
07/01/35	2,877,000	95,000	4.00%	57,540	152,540	
01/01/36	2,782,000	96,000	4.00%	55,640	151,640	304,180
07/01/36	2,686,000	99,000	4.00%	53,720	152,720	
01/01/37	2,587,000	100,000	4.00%	51,740	151,740	304,460
07/01/37	2,487,000	103,000	4.00%	49,740	152,740	
01/01/38	2,384,000	104,000	4.00%	47,680	151,680	304,420
07/01/38	2,280,000	107,000	4.00%	45,600	152,600	
01/01/39	2,173,000	108,000	4.00%	43,460	151,460	304,060
07/01/39	2,065,000	112,000	4.00%	41,300	153,300	
01/01/40	1,953,000	112,000	4.00%	39,060	151,060	304,360
07/01/40	1,841,000	116,000	4.00%	36,820	152,820	
01/01/41	1,725,000	117,000	4.00%	34,500	151,500	304,320
07/01/41	1,608,000	121,000	4.00%	32,160	153,160	
01/01/42	1,487,000	121,000	4.00%	29,740	150,740	303,900
07/01/42	1,366,000	126,000	4.00%	27,320	153,320	
01/01/43	1,240,000	126,000	4.00%	24,800	150,800	304,120
07/01/43	1,114,000	131,000	4.00%	22,280	153,280	
01/01/44	983,000	131,000	4.00%	19,660	150,660	303,940
07/01/44	852,000	136,000	4.00%	17,040	153,040	
01/01/45	716,000	137,000	4.00%	14,320	151,320	304,360
07/01/45	579,000	142,000	4.00%	11,580	153,580	
01/01/46	437,000	142,000	4.00%	8,740	150,740	304,320
07/01/46	295,000	147,000	4.00%	5,900	152,900	
01/01/47	148,000	148,000	4.00%	2,960	150,960	303,860
Totals		<u>\$4,421,000</u>		<u>\$2,731,623</u>	<u>\$7,152,623</u>	<u>\$7,152,623</u>

(1) The actual interest rate will be determined through negotiation with the Developer, in its role as Bond purchaser.

The actual interest rate may vary materially from the rate assumed in this analysis.

(2) Assumes the developer will forgo the interest during construction.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

**COMPARISON OF ESTIMATED PLEDGED TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE**

Assumes 25-Year Bonds

Taxes Payable Year	Estimated Pledged Tax Increment	Allowance for TIF Administration Fees	Net Tax Increment	Illustrative Debt Service	Estimated Tax Increment Remaining
	(1)			(2)	
2025	\$309,470	(\$5,000)	\$304,470	(\$303,560)	\$910
2026	309,470	(5,000)	304,470	(304,380)	90
2027	309,470	(5,000)	304,470	(303,980)	490
2028	309,470	(5,000)	304,470	(304,360)	110
2029	309,470	(5,000)	304,470	(303,500)	970
2030	309,470	(5,000)	304,470	(304,440)	30
2031	309,470	(5,000)	304,470	(304,100)	370
2032	309,470	(5,000)	304,470	(303,520)	950
2033	309,470	(5,000)	304,470	(303,680)	790
2034	309,470	(5,000)	304,470	(303,580)	890
2035	309,470	(5,000)	304,470	(304,180)	290
2036	309,470	(5,000)	304,470	(304,460)	10
2037	309,470	(5,000)	304,470	(304,420)	50
2038	309,470	(5,000)	304,470	(304,060)	410
2039	309,470	(5,000)	304,470	(304,360)	110
2040	309,470	(5,000)	304,470	(304,320)	150
2041	309,470	(5,000)	304,470	(303,900)	570
2042	309,470	(5,000)	304,470	(304,120)	350
2043	309,470	(5,000)	304,470	(303,940)	530
2044	309,470	(5,000)	304,470	(304,360)	110
2045	309,470	(5,000)	304,470	(304,320)	150
2046	309,470	(5,000)	304,470	(303,860)	610
Totals	\$6,808,340	(\$110,000)	\$6,698,340	(\$6,689,400)	\$8,940

(1) See page 2. Assumes 100% of the Tax Increment is pledged for debt service on the Bonds.

(2) See page 7.

(Subject to the attached letter dated February 17, 2022)

(Preliminary - Subject to Change)

(For Internal Use Only)



**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: City Council

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Approval of an Interlocal Agreement with Elkhart County for the Reclamation of CR 33 from CR 36 to CR 38

DATE: March 21, 2022

As part of the East College Avenue Industrial Development project, portions of CR will be closed while work is underway and CR 36/College Avenue adjacent to the development will be closed for a majority of the 2022 construction season as well as portions of 2023 while the full scope of the public infrastructure project is completed. To facilitate the overall project, one traffic control plan is being established and we've identified CR 33 between CR 36 and CR 38 as a key route for detours. We've met with Elkhart County and, while they support the detour, they've indicated that CR 33 needs work in advance of using the roadway for the additional traffic. They had not planned to reconstruct or complete a full reclamation for this stretch of roadway for a few more years but agreed to proceed with the work for the beginning of this season if the Commission is able to participate in the cost.

We've developed an Interlocal Agreement in which we're agreeing to fund ½ of the cost for the reclamation of CR 33 from CR 36 to CR 38. Once work is complete, Elkhart County agrees that our use of this roadway as our primary detour route will be acceptable.

We're requesting the Council's approval of the Interlocal Agreement. The estimated cost of work will be approximately \$300,000 and bids are due on Monday, March 21st, so a more precise number will be provided at the Council meeting. Per the agreement, all work will be completed by June 15th.

**Goshen Common Council
Resolution 2022-07**

**Interlocal Agreement
with the County of Elkhart
for County Road 33 Reconstruction from County Road 38 to County Road 36**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an agreement to identify the duties and responsibilities of the parties to reconstruct County Road 33 from County Road 38 to County Road 36. A copy of the Interlocal Agreement is attached to this resolution.

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.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Interlocal Agreement with the County of Elkhart for the County Road 33 Reconstruction from County Road 38 to County Road 36 attached to and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2022.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2022, at the hour of _____:_____ .m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2022.

Jeremy P. Stutsman, Mayor

**INTERLOCAL AGREEMENT
FOR CR 33 RECONSTRUCTION FROM CR 38 TO CR 36**

THIS AGREEMENT is made and entered this _____ day of _____, 2022 by and between the CITY OF GOSHEN, INDIANA (City), by and through the Goshen Board of Public Works and Safety and Stormwater Board and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council, and the COUNTY OF ELKHART, INDIANA (County) by and through the Board of Commissioners of the County of Elkhart, Indiana, and with the approval of the Elkhart County Council.

WHEREAS, the City is constructing the public infrastructure associated with the East College Avenue Industrial Development with a construction schedule of 2022/2023 for all associated work and will require detouring of traffic for a substantial amount of the construction timeline and has identified CR 33 as the desired detour route.

WHEREAS, Elkhart County Highway has indicated that CR 33 is currently in poor repair due to its usage as a detour during 2021 for the CR 38 reconstruction project and will need to be reconstructed prior to accepting the designation as the City's detour route.

WHEREAS, the Goshen Redevelopment Commission agrees to provide part of the funding for the road reconstruction needed for CR 33 from CR 38 to CR 36 to allow for its usage as the City's detour route for the East College Avenue Industrial Development project.

WHEREAS, the City and County enter into this agreement to identify the duties and responsibilities of the City and County to extend and/or improve needed infrastructure to the proposed Consolidated Court Site.

THEREFORE, in consideration of the following terms, conditions, and commitments, the parties agree as follows:

JOINT PROJECT

1. Joint Project include the following projects:
 - a. Road Reconstruction. Project includes the reconstruction of CR 33 from CR 38 north to CR 36. Scope of work will include full depth reclamation of the existing asphalt and subgrade and replacement of hot mix asphalt base and surface, including the installation of aggregate shoulders and reconstruction of driveway approaches.
2. County will serve as the Lead Agency for the Joint Project including, but not limited to, the following duties:
 - a. Bidding the Joint Project in compliance with governmental requirements applicable to the City and County.
 - b. Obtaining any permits or approvals required to construct the Joint Project.

- c. Administrating any contract or contracts awarded to a successful bidder or bidders for the Joint Project.
- d. Providing or contracting for engineering review and construction inspection services for the Joint Project to the extent that such are not the responsibility of the successful bidder or bidders.
- e. Maintaining the documents, contracts, notes, and other records connected with the Joint Project.
- f. Providing the City with a financial summary of all funds needed for the Joint Project, all funds received for the Joint Project and all funds spent on the Joint Project, including the reconciliation of the funding provided by the City and County.
- g. Paying all administrative costs and expenses associated with serving as the Lead Agency for the Joint Project.

CITY PARTICIPATION

County will serve as the Lead Agency for the Joint Project. City and County acknowledge that County will provide the administrative and oversight services required for the Joint Project. City participation shall include, but not be limited to, the following:

- 1. City will pay fifty percent (50%) of all costs and expenses associated with the construction needed for the Joint Project.
- 2. City shall appropriate and have available for use by County all funds required of City for its share of the construction costs. The transfer of such funds to County must occur in advance or essentially simultaneous with the bidding as County is not in a position to advance the funds for the construction costs associated with the Joint Project.

APPROVALS AND FUNDING PARTICIPATION

- 1. This Agreement is subject to the approval of the Goshen Board of Public Works and Safety and Stormwater Board, Goshen Redevelopment Commission and Goshen Common Council for City, and the Board of Commissioners of the County of Elkhart, Indiana and Elkhart County Council for County.
- 2. City and County will each pay one-half (1/2) of all construction costs associated with the Joint Project.

TIME IS OF THE ESSENCE; DURATION OF PROJECT

- 1. City and County agree to cooperate so that the bidding process can be completed in time to accept bids for the Joint Project by April 1, 2022.

2. The Joint Project construction will commence no later than May 15, 2022.
3. Time is of the essence with regard to constructing the Joint Project. City and County agree to communicate with each other in establishing a construction schedule that will allow the Joint Project to be completed in a timely fashion no later than June 15, 2022 consistent with subparagraphs 1 and 2 above.

OWNER OF PROJECT

The Joint Project, or respective portions thereof, shall be owned by the entity with jurisdiction over the Joint Project, or those respective portions of such Project for which the entity has jurisdiction.

FILING REQUIREMENTS

Within thirty (30) days after the approval and execution of this Agreement, County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

SUPPLEMENTAL DOCUMENTS

City and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

LIMITATIONS OF LIABILITY

1. City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this Agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.
2. County acknowledges that City shall not be liable to County for completion of or the failure to complete any activities which are an obligation of County to perform pursuant to this Agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

NON-DISCRIMINATION

Pursuant to Indiana Code 22-9-1-10, neither City nor County, nor any of their contractors or subcontractors, shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

MISCELLANEOUS

1. Amendment. This Agreement, and any exhibits attached, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.
2. No Other Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.
3. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.
4. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
5. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail:

County: Board of Commissioners of the County of Elkhart, Indiana
c/o Jeff Taylor, County Administrator
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526
Fax: (574) 535-6747
Email: jtaylor@elkhartcounty.com

City: City of Goshen, Indiana
Board of Public Works and Safety
c/o Mayor Jeremy Stutsman
202 South Fifth Street
Goshen, IN 46526
Fax: (574) 533-3074
Email: mayor@goshencity.com

with copies to:

Bodie J. Stegelmann, Goshen City Attorney
Goshen Legal Department
City Annex Building
204 East Jefferson Street, Suite 2
Goshen, IN 46528
Fax: (574) 537-3817
Email: bodiestegelmann@goshencity.com

and

Craig M. Buche, Elkhart County Attorney
Yoder Ainlay Ulmer & Buckingham, LLP
130 North Main Street
Goshen, IN 46526
Fax: (574) 534-4174
Email: cbuche@yaub.com

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties have duly executed this agreement pursuant to all requisite authorizations as of the dates set forth below.

[Signatures on separate sheets.]

COUNTY OF ELKHART, INDIANA

Date: _____, 2022

Board of Commissioners of the
County of Elkhart, Indiana

Suzanne M. Weirick

Frank R. Lucchese

Bradley D. Rogers

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Frank R. Lucchese, Suzanne M. Weirick, and Bradley D. Rogers of the Board of Commissioners of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2022.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

APPROVAL

The Elkhart County Council of the County of Elkhart, Indiana approves the foregoing Interlocal Agreement on this ____ day of _____, 2022.

Elkhart County Council
County of Elkhart, Indiana

Thomas W. Stump, President

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Thomas W. Stump, President of the Elkhart County Council of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the Approval of foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 2022.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

CITY OF GOSHEN, INDIANA

Date: _____, 2022

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

Jeremy P. Stutsman

Michael A. Landis

Mary Nichols

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Michael A. Landis, and Mary Nichols of the Goshen Board of Public Works and Safety and Stormwater Board of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2022.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Date: _____, 2022

Goshen Redevelopment Commission
City of Goshen, Indiana

Printed: _____
President

Printed: _____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____, President and _____, Secretary of the Goshen Redevelopment Commission of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2022.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

APPROVAL

The Goshen Common Council of the City of Goshen, Indiana approves the foregoing Interlocal Agreement on this ____ day of _____, 2022.

Jeremy P. Stutsman, Presiding Officer

ATTEST:

Richard Aguirre, Clerk-Treasurer
City of Goshen, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Presiding Officer of the Goshen Common Council of the City of Goshen, Indiana, and Richard Aguirre, Clerk-Treasurer of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the Approval of foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 2022.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Larry A. Barkes, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).

EXHIBIT A

CR 33 between CR 36 and CR 38

