



Agenda for the Goshen Common Council

6:00 p.m., January 29, 2024 Regular Meeting

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

Call to Order by Mayor Gina Leichthy

Pledge of Allegiance led by Youth Advisor Jessica Velazquez Valdes

Roll Call:

Linda Gerber (At-Large) **Phil Lederach** (District 5) **Doug Nisley** (District 2)
Megan Peel (District 4) **Donald Riegsecker** (District 1) **Matt Schrock** (District 3)
Council President Brett Weddell (At-Large)
Youth Adviser Jessica Velazquez Valdes (Non-voting)

Approval of Minutes: January 8, 2024 Regular Meeting

Approval of Meeting Agenda

Privilege of the Floor

1) City of Goshen Financial Report

2) Council appointments to City Boards and Commissions

3) Resolution 2024-1, Grant Agreement for 2024 Edward Byrne Memorial JAG Program Funds

Elected Official Reports

Adjournment



GOSHEN COMMON COUNCIL

Minutes of the JANUARY 8, 2024 Regular Meeting

Convened in the Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Mayor Gina Leichty called the meeting to order at 6:01 p.m. Assisted by the Mayor, Poppy Dee Kendall led the Pledge of Allegiance. A sixth-grade student at Bethany Christian Schools, she is the daughter of Carrie Lee Bland-Kendall and Dave Kendall of Goshen.

At 6:01 p.m., Mayor Leichty asked Clerk-Treasurer Aguirre to conduct the roll call.

Present: Linda Gerber (At-Large) Phil Lederach (District 5) Doug Nisley (District 2)
Megan Peel (District 4) Donald Riegsecker (District 1) Matt Schrock (District 3)
Council President Brett Weddell (At-Large)
Youth Adviser Jessica Velazquez Valdes (Non-voting)

Absent:

Approval of Minutes:

Mayor Leichty asked the Council's wishes regarding the minutes of the Dec. 4, Dec. 18 and Dec. 27, 2023 Regular Meetings prepared by Clerk-Treasurer Aguirre. **Councilor Nisley moved to accept the minutes as presented by the Clerk-Treasurer. Councilor Peel seconded the motion. The motion passed 7-0 on a voice vote.**

Approval of Meeting Agenda:

Mayor Leichty presented the agenda as submitted by the Clerk-Treasurer. **Councilor Nisley moved to accept the agenda as submitted. Councilor Peel seconded the motion. Motion passed 7-0 on a voice vote.**

Privilege of the Floor:

At 6:04 p.m., Mayor Leichty invited public comments for matters not on the agenda. There were none.

1) Election of Council President and Minority Party Representative

Mayor Leichty opened nominations for the position of Council President.

Councilor Nisley nominated Councilor Weddell to be Council President. Councilor Riegsecker seconded the nomination.

Councilor Lederach nominated Councilor Peel to be Council President. Councilor Gerber seconded the nomination.

There were no further nominations, so Mayor Leichty asked the Clerk-Treasurer to conduct a roll call vote.

Councilors voted as follows: Councilor Gerber voted for Councilor Peel; Councilor Lederach voted for Peel; Councilor Nisley voted for Councilor Weddell; Councilor Peel voted for Peel; Councilor Riegsecker voted for Weddell; Councilor Schrock voted for Weddell; Councilor Weddell voted for Weddell.

RESULTS: Four Council votes for Councilor Weddell and three votes for Councilor Peel. Mayor Leichty declared that Council President Weddell was elected Council President for 2024.



Designation of Minority Party Representative:

Mayor Leichthy said that it was now time to designate the Minority Party Representative for 2024.

Councilor Lederach nominated **Councilor Peel**. **Councilor Gerber** nominated **Peel**.

There were no further nominations. Mayor Leichthy asked the Clerk-Treasurer to conduct a roll call vote.

RESULTS: Three Democratic Council votes for Councilor Peel. Mayor Leichthy declared that Councilor Peel was elected the Minority Party Representative for 2024.

2) Resolution 2023-23, Transfer of Dormant Grant Fund Cash Proceeds

Mayor Leichthy called for the introduction of Resolution 2023-23, *Transfer of Dormant Grant Fund Cash Proceeds*. Council President Weddell asked the Clerk-Treasurer to read Resolution 2023-23 by title only, which was done.

Weddell/Schrock made a motion to approve Resolution 2023-23.

BACKGROUND:

Resolution 2023-23 which was before the Common Council for approval, would authorize the Clerk-Treasurer to transfer \$1,159,268.19 out of the Federal/State Grants Fund, and transfer \$213,858.77 into the General Fund, \$70,125.26 into the Parks & Recreation Fund, \$97,710.39 into the Aviation Fund, \$34,576.14 into the Economic Development Improvement Tax Fund, \$596,927.13 into the Southeast TIF Fund, and \$146,070.50 into the Consolidated River Race/US33 TIF Fund within the City's General Ledger to be dated Dec. 31, 2023.

Deputy Clerk-Treasurer Jeffery Weaver presented to the Council a memorandum, dated Dec. 27, 2023 and included in the Council meeting packet, in which he explained the purpose and rationale for Resolution 2023-23. **Weaver** wrote that the Clerk-Treasurer's Office was presenting Resolution 2023-23 to the Common Council as the fiscal body for the City of Goshen.

Weaver wrote that since 2005, the City of Goshen has maintained a Federal/State Grants Fund, the purpose of which was to hold receipts and pay expenditures related to grants the City was awarded. Throughout this time, the City saw grants that supported every City department multiple times over.

While the Fund was created to manage the City's grants, **Weaver** wrote that there were sometimes other tasks that took precedence over maintaining the Federal/State Grants Fund, and at times communication on grant management was limited between departments. In some cases, City staff did not know if a grant would be awarded to the City, in which case the expenditures were paid from a departmental budget. In other cases, the grant expenditures were paid from multiple departments, creating tracking challenges. When grants were awarded, the balance was receipted to the Federal/State Grants Fund, and not always paid back to the other funds. After years of this process, the Fund reflected a cash balance of \$1,172,028.33 as of Dec. 31, 2023.

Weaver wrote **former Deputy Clerk-Treasurer Christina Cordell**, investigated this balance and questioned whether it should be so high. She summarized all grants and timelines reflected in this fund and clarified which grants showed discrepancies. In the time since Cordell's work, the State updated rules on grant accounting, requiring separate funds for each grant, further necessitating cleanups in the City's Federal/State Grants Fund.



To bring the City further into compliance on grants, **Weaver** wrote that last year the Clerk-Treasurer’s Office reviewed 18 years of grant records and determined which balances were originally paid from other funds. Staff contacted granting agencies to clarify if any balances needed to be paid back; none did in 2023. In the end, the information was submitted to auditors at Baker Tilly for review and to verify compliance with State rules.

Weaver wrote that Baker Tilly concluded that \$1,159,268.19 of the cash balance in the Federal/State Grants Fund should be in other funds (detailed in an attached summary). The intention of Resolution 2023-23 was to move this cash balance into the respective funds through the means of an interfund transfer to be dated Dec 31, 2023. This transfer would return cash to the funds they were intended to support.

On behalf of the Clerk-Treasurer’s Office, **Weaver** asked Councilors to approve Resolution 2023-23

CASH BALANCE CORRECTION IN THE FEDERAL/STATE GRANTS FUND

If councilors passed Resolution 2023-23, the Goshen City Clerk-Treasurer's Office would post the following transfers between the City's Funds with an effective date of Dec. 31, 2023. This is a net-zero change in cash balances overall and will not change the total cash position of the City's books.

Funds	Transfer Amount	General Ledger Code
Transfer to General Fund	\$213,858.77	101-410-00-391.0004
Transfer to Parks Fund	\$70,125.26	204-450-00-391.0004
Transfer to Aviation Fund	\$97,710.39	206-430-00-391.0004
Transfer to EDIT Fund	\$34,576.14	218-460-00-391.0000
Transfer to Southeast TIF	\$596,927.13	473-460-00-391.0000
Transfer to Consolidated River Race TIF 1	\$46,070.50	480-460-00-391.0000
Transfer from Federal/State Grants	\$1,159,268.19 \$	230-510-00-391.0000

The State Board of Accounts, now requires that each Federal and State Grant be maintained in a separate fund on the City's books. Once this transfer is completed, the only active grant in this fund will be the Arbor Day Grant (through the Environmental Resilience Department) with a balance of \$12,760.14.

SUMMARY OF JAN. 8, 2024 COUNCIL DISCUSSION AND APPROVAL OF RESOLUTION 2023-23:

Mayor Leichty asked if Councilors had any questions or comments about Resolution 2023-23.

Clerk-Treasurer Aguirre said **Deputy Clerk-Treasurer Jeffery Weaver** would explain Resolution 2023-23, but first he wanted to make some introductory comments.

Aguirre said **Weaver’s** memorandum outlined what the Clerk-Treasurer’s Office was requesting. He said one of the growing responsibilities of the Clerk-Treasurer’s Office was reporting and compliance with State requirements. And this situation was a perfect example of that.

Aguirre said the City had a certain way of operating – depositing all grant funds in a single account – that was acceptable to the State. However, he said over time this became a bookkeeping challenge. And, he said, the State is now requiring that grant funds be kept separately. So, he said the status quo was recognized by the Clerk-Treasurer’s Office to be a problem for a while and previous Clerk-Treasurers tried to deal with it.

But, **Aguirre**, said it became more of an issue over time and the fund balance kept growing and it became more difficult to determine the origin of the funds and where they should be going. The result, he said, was a substantial cash balance and not a clear delineation of where the funds belonged.



So, **Aguirre** said the Clerk-Treasurer's Office contracted with Baker Tilly Municipal Advisers. Through its efforts and cooperation with City Departments, the Clerk-Treasurer's Office was able to determine where the funds originated, where they were intended to go and their status. And that, he said, has brought the Clerk-Treasurer's Office to this point of seeking passage tonight of Resolution 2023-23.

Deputy Clerk-Treasurer Jeffery Weaver provided an overview of Resolution 2023-23 as summarized in his memorandum to the Council. He began by describing the differences between cash funds and the City budget, which he said often are separate but often are confused. He used an analogy to describe the relationship.

"We can almost imagine the City has roughly 80 boxes, imaginary boxes where we put cash. The cash is actually in the bank," Weaver said. "Right now, if you think of the boxes, these are the funds, and the State requires the money to be in those funds, not to move or intermingle with other ones as well.

"So, of course, the budget is something that is separate from that. It is in the funds, and it recognizes funds, but the budget, often we use the term 'appropriations,' which is permission to spend. So, when the Council passed the budget back last year for this current fiscal year, the Council was giving approval for the City to spend the money out of those boxes.

Weaver continued, "So, with that said, of course, these boxes, the funds, have different sizes, the biggest one being the general fund. It's weird because there are 16 different departments that have a part of that fund as well. There are also departments that have their own fund as well – Parks, Aviation, Streets are some examples of that."

Weaver said that many years ago, the City established a City and State grants fund. He said at the time the City was getting a few such grants a year. And the grant money the City received would be deposited into this fund.

Weaver said that sometimes the City receives reimbursement grants, which means the City must spend money first and is reimbursed later. In those cases, he said, departments would sometimes spend money out of its annual budget and then the reimbursement funds would be deposited in the grants fund and City staff would forget to take the money out of the grants fund and deposit them into department funds. At other times, the City wasn't sure the grant funds would arrive or paid expenses from other funds.

Weaver said even though City staff was giving a fair bit of attention to the State and Federal grants fund, last year this fund ended with a balance of \$1.1 million, which he said was surprising because money from about 30 grants have gone into the fund. He said all but two grants have been closed, so the City should not have that big a balance.

Weaver said former **Deputy Clerk-Treasurer Christina Cordell** showed him a binder four years ago that included a lot of information about the grants. He said Baker Tilly consultants also helped compile more information.

Meanwhile, **Weaver** said the State changed its grant guidelines, and now requires each State and Federal grant to have a separate fund, which he said is a good accounting practice and aids in auditing. He said departments provided information to help clarify the origin of grant funds that in some cases went back 18 years.

"We were able to get a lot of information compiled and most of these cash balances should be in other places in the City," said **Weaver**, who described to which funds the grant proceeds should be transferred. "So, in the end, by approving this resolution, what you're doing is allowing us to go to Dec. 31, 2023 in our books, make these transfers in the books, and then we will actually be much more in compliance with our auditor's requirements. So, this, this hasn't been a (State auditor's) finding that's like the big scary thing you want to avoid, but it was a management letter where the auditors were saying, 'You got to clean up this fund.' And that happened a few years in a row.

Weaver summarized, "So, by doing this you are helping us out with our audit. We're also getting some money back where it belongs. Again, this is a net transfer. We're not increasing or decreasing the cash balances of the City. We're just taking it out of one of those boxes and putting it into a few other boxes."



Clerk-Treasurer Aguirre suggested that **Deputy Clerk-Treasurer Weaver** describe how departments can use the funds that will be transferred. In order to spend the money, Weaver said the funds will need to be appropriated. After the Council grants permission to spend the funds, they can be spent.

Councilor Weddell said that in the case of the Southeast and Consolidated River Race Tax Increment Finance districts, those funds have already been spent. **Weaver** said that was true.

Council President Weddell said in this case, the funds can be spent however the Redevelopment Commission decides. **Weaver** said "not necessarily" because the funds were not appropriated as part of the 2024 City budget.

Council President Weddell agreed after Weaver added that the funds can now be used for different purposes.

Council President Weddell asked why Resolution 2023-23 was being brought to the Council as a 2023 resolution even though it was now 2024. **Weaver** said auditors made that recommendation since this will be an adjustment to the City's 2023 financials, which are being adjusted after the fact.

Mayor Leichty asked if the City must comply with the original intent of the grants when eventually spending the funds. **Weaver** said the review considered that possibility depending on the original type of grant. In one case, the City returned money from a grant. At this point, he said the City can spend the money as officials would like. Weaver looked back at grants and confirmed money was appropriately spent.

Councilor Riegsecker outlined his understanding of what the Clerk-Treasurer's Office was requesting, which **Weaver** confirmed was accurate. Weaver added that departments will be able to spend these funds and the funds could be part of the 2025 budget.

Councilor Gerber asked if this situation created challenges for future grants by not having the flexibility to borrow or transfer from the existing fund. **Weaver** said that was a great question, but that it was not necessarily a problem. Now that the State requires separate grant funds, Weaver said that if the City ends the year having spent money and not yet received reimbursement, it would be acceptable to auditors for a grant fund to have a negative balance. All of the grant proceeds, he added, are kept in a pooled cash account in the bank.

Councilor Riegsecker clarified that the City previously maintained a single fund for all grant proceeds and now will maintain separate funds for each grant.

Councilor Schrock said it didn't appear the City can maintain a single grant fund. **Weaver** said that's no longer supposed to happen.

Councilor Peel thanked Weaver for being so thorough and explanatory.

There were no further Council comments or questions.

Mayor Leichty invited public comments on Resolution 2023-23. There were none.

Council President Weddell said **Councilors** were ready to vote.

On a voice vote, Councilors unanimously approved Resolution 2023-23, Transfer of Dormant Grant Fund Cash Proceeds, by a 7-0 margin, with all Councilors present voting "yes," at 6:24 p.m.



3) Ordinance 5175: Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Residential R-1 District to Commercial B-3 District with a Planned Unit Development (PUD) Overlay District, to be Known as the Yoder-Culp PUD

Mayor Leichty called for the introduction of Ordinance 5175, *Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Residential R-1 District to Commercial B-3 District with a Planned Unit Development (PUD) Overlay District, to be Known as the Yoder-Culp PUD*. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5175 by title only, which was done.

Weddell/Riegsecker made a motion to approve Ordinance 5175 on First Reading.

BACKGROUND:

In a Jan. 8, 2024 memorandum to the Common Council, **City Planner Rhonda Yoder** wrote that the Goshen City Plan Commission met Dec. 19, 2023, in regular session and considered a rezoning from Residential R-1 to Commercial B-3PUD (Planned Unit Development) and PUD preliminary site plan approval, to establish the Yoder-Culp PUD to continue the existing funeral home use (currently non-conforming in the R-1 District), to add the property at 111 River Vista Drive to funeral home use, to continue the residential use at 1901 S Main Street, and to allow a future office/specialty retail use at 1901 S Main Street, for subject property generally located on the west side of South Main Street, south of Westwood Road and north of River Vista Drive, containing ± 2.77 acres, with common addresses of 1901 and 1911 S Main Street and 111 River Vista Drive, with the following outcome:

Forwarded to the Goshen Common Council with a favorable recommendation by a vote of 6-0.

The recommendation was based upon the following:

1. The proposed Yoder-Culp PUD continues a long-standing use with a small expansion that will provide adequate setbacks along with screening adjacent to residential land use.
2. The proposed development is consistent with the Comprehensive Plan, including:
 - Land Use, Goal L-1: Prioritize the reuse and redevelopment of existing land and structures.
 - Land Use, Goal L-7: Encourage small-scale, neighborhood commercial development.
 - Natural Environment, Goal NE-2.4: Direct growth toward existing development and away from undeveloped space such as farmland, wetlands and forests.

With approval the following PUD standards shall apply:

1. Except as modified by specific PUD conditions, the approved PUD preliminary site plan is Yoder-Culp B-3 PUD, PUD Site Plan, dated 11/14/23, by Surveying and Mapping, LLC.
2. The Yoder-Culp PUD will permit only funeral home and associated uses, except to allow the existing residential use to continue at 1901 S Main Street and to allow a future office/specialty retail use at 1901 S. Main Street.
3. Lot size, lot width, building height, building coverage and setbacks are not subject to specific standards, but adequate space is required to meet all other developmental requirements, such as landscaping and parking, and to maintain access for all services. A side setback (building/parking/aisle) of 20' will be required adjacent to residential land use, in areas where there is new development.
4. The existing developed area of 1901 and 1911 S Main Street reflects expansions approved by the BZA, and the PUD incorporates those approvals and allows the existing development to remain.
5. Parking requirements will be calculated following Zoning Ordinance requirements, with the office/specialty retail at 1901 S Main St. calculated at 1 space per 2 employees plus 1 space per 400 square feet of office/display/sales area.



6. When the residential use ends and the office/specialty retail use is established, the existing residential driveway off Westwood Road shall be removed. All access and any new parking for the office/specialty retail use will be from within the PUD, with no new access permitted.
7. New landscaping is not required for existing developed areas, but the expanded area at 111 River Vista will provide streetside trees along with partial landscaping adjacent to residential land use, generally as shown on the PUD preliminary site plan. Healthy, mature trees should be retained if at all possible. The future office/specialty retail at 1901 S Main Street will be required to meet streetside landscaping requirements.
8. Two freestanding signs are permitted, with the freestanding sign for the office/specialty retail use limited to 8' in height and 32 square feet in area, and any future new freestanding sign for the funeral home use limited to 12' in height and 50 square feet in area. All other signs will follow B-3 requirements.

Review process conditions include:

1. A PUD final site plan shall be submitted following the Zoning Ordinance PUD regulations, approved before a zoning clearance form/building permit is issued.
2. Site plan approval by Goshen Engineering is required for site drainage, post construction, site utilities and right-of-way access, as applicable, before a zoning clearance/building permit is issued.
3. As needed, the Goshen Fire Department shall approve the plan for fire protection (including hydrant placement and access) as part of PUD final site plan approval.

Prior to the Plan Commission meeting, the Planning office received no inquiries/comments/questions.

At the Plan Commission meeting, there was one comment from a neighborhood resident thanking the petitioner for communicating with the neighborhood, suggesting the design of the new building at 111 River Vista conform to residential style, and hoping for no future expansion on River Vista.

SUMMARY OF JAN. 8, 2024 COUNCIL DISCUSSION AND APPROVAL OF ORDINANCE 5175:

Mayor Leichty invited a presentation from City Planner Rhonda Yoder.

Yoder gave Councilors a brief overview of Ordinance 5175, Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Residential R-1 District to Commercial B-3 District with a Planned Unit Development (PUD) Overlay District, to be Known as the Yoder-Culp PUD.

Yoder described the Plan Commission's 6-0 approval of the proposal, Yoder-Culp's plans and the City's proposed conditions for approval. She added that there was only one public comment on the proposal, and that a representative of the applicant was present to make brief comments.

Ben Stanley, a surveyor for Surveying and Mapping, LLC of Elkhart said he was present representing **Tim and Colin Yoder**, the owners of Yoder-Culp Funeral Home. He said the owns want to rezone the property from Residential R-1 District to Commercial B-3 District to bring it into compliance with the existing use of the property.

Stanley said the Yoders plan to demolish the house at 111 River Vista to build a new crematorium for the funeral home. He said 1901 South Main Street would remain residential for now with plans to develop that lot for future office/specialty retail use with access from Westwood Road.

Stanley said the owners were requesting permission for the Planned United Development showing the current and future land uses. He said there was a "misunderstanding" between City Planning staff and the petitioners about a proposed condition requiring the removal of the existing residential driveway off Westwood Road.



Since the Plan Commission meeting, **Stanley** said there have been more discussion and the Yoders requested that condition #6 – the removal of the residential driveway off Westwood Road – be removed or amended to allow access from Westwood Road to remain in place. He said there currently is a curb cut at that location.

Council President Weddell said there is no other access point to the property. He said there is a private driveway to the west which provides access to a residence. **Stanley** agreed.

Council President Weddell made a motion to amend condition #6 of Ordinance 5175, which stated, “When the residential use ends and the office/specialty retail use is established, the existing residential driveway off Westwood Road shall be removed.” He moved for the deletion of the second reference to “residential” in the sentence and that the words “be removed” be replaced by the words “shall remain.” Councilor Nisley seconded the motion.

Mayor Leichty asked if there were any Council questions or comments on the proposed amendment. There were none.

Council President Weddell asked if the petitioners were OK with this wording. They indicated they were.

On a voice vote, Councilors unanimously approved the Weddell/Nisley motion to amend to Ordinance 5175 by a 7-0 margin, with all Councilors present voting “yes,” at 6:30 p.m.

Mayor Leichty asked if there were further Council comments on Ordinance 5175. There were not. Council President Weddell said Councilors were ready to vote.

Mayor Leichty invited public comments on Ordinance 5175. There were none.

On a voice vote, Councilors unanimously passed Ordinance 5175, Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Residential R-1 District to Commercial B-3 District with a Planned Unit Development (PUD) Overlay District, to be Known as the Yoder-Culp PUD, on First Reading by a 7-0 margin, with all Councilors present voting yes, at 6:31 p.m.

Councilors gave unanimous consent to proceed with the Second Reading of Ordinance 5175.

Mayor Leichty called for the introduction on Second Reading of Ordinance 5175, *Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Residential R-1 District to Commercial B-3 District with a Planned Unit Development (PUD) Overlay District, to be Known as the Yoder-Culp PUD*. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5175 by title only, which was done.

Weddell/Schrock moved to approve Ordinance 5175 on Second Reading.

At 6:32 p.m., Mayor Leichty invited further Council or public comments on Ordinance 5175. There were none.

Council President Weddell also said Councilors were ready to vote.



On a voice vote, Councilors unanimously passed Ordinance 5175, Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Residential R-1 District to Commercial B-3 District with a Planned Unit Development (PUD) Overlay District, to be Known as the Yoder-Culp PUD, on Second Reading by a 7-0 margin, with all Councilors present voting yes, at 6:32 p.m.

4) Approval of 2024 Common Council meeting calendar

Mayor Leichty presented the draft Common Council meeting schedule for 2024. She said the biggest change this year was meeting the second and fourth Monday of the month with a few exceptions.

In June, the **Mayor** said she and the Clerk-Treasurer would be attending a conference, so there will be no meeting on the fourth Monday in June. And in October, she proposed that the Council meet on Thursday, Oct. 10 because there is a City holiday on Oct. 14.

Mayor Leichty said the First Reading of the 2025 City budget will be on Sept. 23 and the Second Reading will be Oct. 10. And, if necessary, she said a third meeting on the budget would be available on Oct. 28.

In November, the **Mayor** said there would only be one meeting – on Nov. 25. She also proposed that in December, the Council meet on Dec. 9 and that a meeting be held, via Zoom video, on Dec. 30.

Mayor Leichty asked if there were any questions or comments about the proposed calendar.

Clerk-Treasurer Aguirre said there were copies of the draft calendar available in the back of the Council chamber for Councilors and members of the public.

In response to an inquiry from **Council President Weddell**, **Mayor Leichty** invited a motion to approve the calendar.

Council President Weddell/Councilor Peel made a motion to approve the 2024 Common Council meeting calendar as presented.

Mayor Leichty invited further questions or comments from Councilors or the public. There were none.

On a voice vote, Councilors unanimously approved the 2024 Common Council meeting calendar, by a 7-0 margin, with all Councilors present voting “yes,” at 6:35 p.m.

5) Council appointment of Plan Commission member

Mayor Leichty said the Council needed to appoint or re-appoint a member of the City Plan Commission so that it could continue to advance the City's work. The Plan Commission term of **Councilor Nisley** expired Dec. 31, 2023.

Council President Weddell said the appointee needed to be from the Common Council. He said applications to serve were submitted by two Councilors – **Councilor Nisley and Councilor Lederach**. He asked if other Councilors were interested in being appointed to the Plan Commission. There were not.

Mayor Leichty asked Councilors Lederach and Nisley to explain why they were interested in serving.

Councilor Lederach said that being new to the Council, it would be a challenge to serve on the Plan Commission, but it would fit his interests and professional background and his planning expertise.



Councilor Nisley said he would like to continue to serve on the Plan Commission. He said it has been a good experience and his experience would benefit the Commission.

Mayor Leichty requested formal nominations from the Council.

Council President Weddell nominated **Councilor Nisley** to be appointed to the Plan Commission. **Councilor Riegsecker** seconded the nomination.

Councilor Peel nominated **Councilor Lederach**. **Councilor Gerber** seconded the nomination.

There were no further nominations, so Mayor Leichty asked the Clerk-Treasurer to conduct a roll call vote.

Councilors voted as follows: Councilor Gerber voted for Councilor Lederach; Councilor Lederach voted for Lederach; Councilor Nisley voted for Councilor Nisley; Councilor Peel voted for Lederach; Councilor Riegsecker voted for Nisley; Councilor Schrock voted for Nisley; and Council President Weddell voted for Nisley.

RESULTS: Four Council votes for Councilor Nisley and three votes for Councilor Lederach. Mayor Leichty said Councilor Nisley had won the most votes and was appointed to the Plan Commission.

6) Education Items:

Mayor Leichty presented and led discussion of five education items for the Council.

1. Management Team introduction (Department Head presentations)

Mayor Leichty thanked Department heads for being present to introduce themselves and briefly described their departments as well as their 2024 priorities. **Council President Weddell** noted that **Director of Public Works & Utilities Dustin Sailor** was attending a Goshen Community Schools Board meeting and was not present tonight. **City Department heads spoke in the following order:**

City Superintendent of Parks & Recreation Tanya Heyde said at the end of this month she will complete 18 years of service to the department, seven as director. She said her department has 11 full-time employees and three permanent part-time employees and hires seasonal employees to staff the pool, operate summer day camps, activities and to help with park rentals. Heyde said the department's budget is about \$2.5 million and one 2024 goal is to officially move into its new maintenance building at Plymouth Avenue and 9th Street.

Director of the City Department of Environmental Resilience Aaron Sawatsky Kingsley said in March he will complete 18 years as a City employee, starting with the Parks and Recreation Department. He said he has five full-time employees and five AmeriCorps volunteers – four of them working full time and one part time. He said much of the work this year will be driven by the large U.S. Forestry Service grant the department received in the fall, with work starting in the spring, to develop and maintain the City's tree canopy. He said the department also will be working on a prairie restoration project at the City's wellfield site by the airport. He said the department has a \$700,000 budget. He added that a big 2024 goal was to develop an arborist academy.



Director of Cemeteries Burt Matteson said he has worked 18 years for the City. He said his department has three full-time employees and hires up to six temporary employees during the growing season to help maintain the City's cemeteries. He said the department has a \$520,000 budget and that a 2024 goal was to complete a plan at Violet Cemetery to expand traditional burial spaces and develop a new natural burial area.

Director of Administrative Affairs for the Mayor's Office Katy Sonner said her department has six staff members, five of whom were present tonight. She said the budget is about \$900,000 and one of the major goals for 2024 was to highlight the important work of City departments through social media and other ways.

Fire Department Assistant Chief of Operations Anthony Powell said he and **Fire Chief Dan Sink** serve at the appointment of the Mayor. He said the department has 56 employees comprised of 19 each on three shifts as well as five administrative chiefs, two office assistants and one fire inspector. He said the City has three fire stations and is working on a fourth station. A big 2024 goal is the break ground on the new station by the end of the year.

Deputy Mayor Mark Brinson said he has worked for the City for 15 years. Previously he said he served as the Director of Community Development and oversaw the Building Department, Planning and Zoning and the Redevelopment Department. He said he retains some of those responsibilities, but also coordinates special projects and serves as a liaison to several organizations. As Deputy Mayor, Brinson also serves when the Mayor is unavailable or incapacitated.

Superintendent of the City Water Treatment and Sewer Department, Kent Holdren said he has worked for the City for 33 years and has been the superintendent since 2008. He said his department has 23 employees in three departments – the Water and Sewer Department, Water Treatment and Special Opps, which handles projects, including building projects and demolition, and has saved the City money. He said 2024 goals including completing a lead line service inventory and developing a new south wellfield. He added that the City's water is safe,

Water & Sewer Billing Office Manager Kelly Saenz said she has worked for the City since 2017. She said she works with **Kent Holdren** and **Superintendent of the City Wastewater Treatment Plant Jim Kerezman**. She said she has six staff members and 45 in its related departments, not counting summer help. She said her office handles all utility billing, payments, accounts payable, cash balances and manages bonds. She said Goshen has 11,400 water and sewer customers and 250 unmetered sewer customers. In 2023, her office collected \$5.2 million in water charges and \$10.9 million in sewer charges. In 2024, she said there will be a major software upgrade.

Street Commissioner David Gibbs said he has worked for the City for 12 years. He said his department has a \$2.6 million budget and has 22 employees to maintain and repair roads and rights of way, He said a 2024 goal is to approve the condition and rating of City streets.

City Attorney Bodie Stegelmann said he has worked as City Attorney for nine years and before that served as the City Court Judge for four years. He has seven employees, including the Human Resources Office. He said he works with all City department heads and Mayor and with HR Manager Rita Human on Human Resource issues. He said a 2024 goal is to codify City ordinances and provide public access to them through the City's website.



Airport Manager Randy Sharkey said he has worked as Airport Manager for the City since 1992, and since January 2013 as a full-time City employee. He's the City airport employee because all services are provided through contracts with private companies. He said his annual budget is \$311,000. He said Goshen has one off the few self-sustaining municipal airports in the state, with all expenses offset by rentals, leases and aviation fuel taxes. He said the Goshen Airport is the 12th busiest in state and delivers an annual economic impact of \$8 million. He said a 2024 goal is to host America's Freedom Fest, one of the largest air shows in the county, on July 13.

Building Commissioner Myron Grise said he's worked for the City for nine years. His department has five full-time employees and hopes to hire a part-time employee this summer. He said the department has a \$542,000 budget. He said a 2024 goal is to streamline its permitting processes, making the process easier for customers.

Superintendent of the City Wastewater Treatment Plant Jim Kerezman said he will complete his 38th anniversary of working for the City in April. He said his department has 11 employees and he will be adding another full-time worker later this year. He said his department has an operating budget of about \$1.7 million. In 2021, the department completed a full plant, \$19 million upgrade. He said in 2024, his department will be working on several capital projects, including some lift stations.

Redevelopment Director Becky Hutsell said that in February she will complete 17 years working for the City. She said hers is a two-person department with a budget just under \$22 million. She said redevelopment funds come in from various Tax Increment Financing (TIF) districts established in the City. She said this allows for the completion of capital projects, including building new or improving infrastructure. In 2024, she said her department will be coordinating many projects. She said the department's five-year plan is available on the City's website.

Fleet Manager Carl Gaines said has worked for the City for 19 years, including 18 years as Fleet Manager. He said his department budget is \$1.7 million. He said the City fleet size is just under 800 pieces of equipment and vehicles with a purchase price of \$21 million. He said he is down one person on his 10-employee staff. He said a 2024 goal is to find another talented person to hire to maintain vehicles and equipment.

Planning & Zoning Administrator Rhonda Yoder said she has worked for the City for 22 years. She said her department has two other staff members as well as an administrator of the City's Community Development Block Grant (CDBG) program. She said her department's budget is just over \$427,000 for planning and zoning and \$350,000 for the CDBG program. She said a 2024 goal is to provide more flood plain training for her staff.

Police Chief José Miller said he has worked for the City for more than 28 years, including six years as the Chief. He said the department has 79 full-time employees, one full-time employee from the Information Technology Department, two part-time ordinance violations employees and a few reserves. He said the department has a \$9.4 million general fund budget as well as funds from the Local Option Income Tax (LOIT) and some Law Enforcement Continuing Education training funds, which make the total closer to \$11 million. He said Redevelopment Department funds were used to purchase some equipment last year. He said the department meets various functions, ranging from undercover, gathering evidence, school resource officers and 11 civilian staff members. He said the department has 67 officers, when fully staffed. He said his department has 33,000 contacts with the public each year.



Chief Miller said his biggest goal is to keep up with staffing needs. He said he still has many positions to fill.

Mayor Leichty said that after taking office last year she was frequently asked how things were going. "I always had the pleasure of saying, 'We have an amazing team at the City of Goshen.' My respect for the team of leaders that we have and all the people throughout the departments has only grown over time." She asked Councilors and audience members to join her in thanking City employees with a round of applause. They did so.

At 7:11 p.m., Mayor Leichty declared a brief recess. At 7:18 p.m., the Mayor resumed the meeting.

2., 3. 4. Overview of City Boards and Commissions, Calendar of Key City events and Council and Department and Commission Liaisons (Mayor Leichty)

Mayor Leichty said earlier at the meeting she distributed a draft Board and Commissions Handbook (**EXHIBIT #1**). The **Mayor** said that while preparing for the Council and mayoral appointment of members of City boards and commissions, she said she spent time reviewing available information on the City's website. She said there were gaps in the information. She credited her staff and City Attorney Stegelmann for helping provide additional information, including relevant ordinances.

Mayor Leichty said she has compiled this draft handbook, but there are still information gaps she is seeking to fill. She said her goal is to present the handbook at the next Council meeting, on Jan. 22, and have it formally adopted as a working document that could be shared with anyone serving on a board or commission, so they are aware of their duties and responsibilities. The handbook has the names of current appointees.

The **Mayor** said the handbook also includes a calendar of events. She said she wanted Councilors to be aware of the plethora of events and activities the City is sponsoring, which total more than 40. She said the list includes various neighborhood events. She said the City is taking a grassroots approach to connecting with neighborhoods. She also mentioned an essay contest with the winners reading essays at Goshen Founder's Day.

Mayor Leichty said she also hopes Councilors take advantage of training opportunities sponsored by Accelerate Indiana Municipalities. (AIM), a membership group of municipal elected officials. She said AIM is offering a certification to elected officials who complete continuing education training. At **Council President Weddell's** request, **Mayor Leichty** said she would provide more details about the certification at the next Council meeting.

Clerk-Treasurer Aguirre said Clerk-Treasurers are required to attend at least two training sessions per year. Although presented by AIM, Aguirre said these sessions are co-sponsored by the State Board of Accounts. He said they are also referred to as "called meetings" and are not optional. Aguirre said he although the training sessions are valuable, attendance is required.

Mayor Leichty said the AIM gatherings she has attended have been valuable and well worth attending.

Mayor Leichty also said she wanted Councilors to know that the City's Colleague and Board Member Appreciation Day will take place on Aug. 23. She said this will be the City's annual picnic.



Mayor Leichty also said that the handbook includes a list of Council member liaisons to City departments, boards and commissions. Each Council member is appointed by the Mayor to serve as a communication liaison and not a voting member of a board or commission, except for a few instances.

Mayor Leichty said her goal is to make one-year appointments so that Councilors can learn from different departments, boards and commissions. She also said some departments will have more than one Councilor member appointment. The Mayor said she wanted to hear from Councilors interested in serving as a liaison for a particular department, board, or commission.

The Mayor added that after tonight's meeting, the Council would convene in an Executive Session to discuss the applicants for Council and Mayor appointments to boards and commission. She said she had prepared the handbook to serve as a resource document.

Council President Weddell thanked the Mayor and her staff for preparing the handbook. He said it would have been beneficial to him 12 years ago when he was first elected to the Council. He said that he may want to suggest some modifications to the handbook. He added that former Councilor King would have loved the handbook.

Mayor Leichty said the handbook was still a draft and she welcomed feedback from Councilors.

There were no further comments about the draft document, the calendar of events or mayoral appointments.

3. Review home rules for Roberts Rules of Order (City Attorney Bodie Stegelmann)

Mayor Leichty said she also shared with Councilors a revision of another document – the Goshen Common Council Rules of Order 2020 (**EXHIBIT #2**).

The **Mayor** said **City Attorney Stegelmann** and his staff were instrumental in making sure Councilors had a document with the guiding principles of Council operations and meetings. She said she was providing this document to Councilors in case they want to make changes before re-adoption of the document at the next Council meeting.

City Attorney Bodie Stegelmann said that before the meeting he distributed a copy of the Goshen Common Council Rules of Order (**EXHIBIT #3**).

Stegelmann said the Common Council first passed rules in 1910 and they have changed over the years. He said most of the Council rules have been adopted in the past 25 or 30 years. He said in 2017, Councilors added seven principles to facilitate the orderly transaction of its business and promote the best interests of the City. These included respect for each other and each other's rights and open communication and engagement.

Stegelmann said the Council is required to follow the U.S. and State Constitutions and applicable federal or state laws or regulations. He said Robert's Rules of Order guide how the Council meetings should be conducted.

Although Roberts Rules of Order are used, **Stegelmann** said no government board follows them strictly. He said they are in place in case decorum breaks down in meetings.

Stegelmann reviewed highlights of the document, including:

- **The Council is the legislative and fiscal body for the City of Goshen.** He said this is a restatement of statutory provisions.



- **The Council President's has defined roles.** The Council President presides at meetings when the Mayor is absent. The Council President also serves as a liaison between the Council and the Mayor and under certain circumstances serves as acting Mayor.
- **Public comment is allowed at Council meetings,** even though there is no state requirement for this. The City Council rules establish a right to public comment before votes on ordinances and resolutions. Council rules also allow a minimum of two minutes for individual public comments.

Councilor Riegsecker said he wasn't aware that the Council could limit public comment to individuals who own real estate in the City of Goshen or who represent businesses located in the City or who reside in the City.

Council President Weddell said this provision was added because in the past the Council considered sensitive issues that attracted attempts at outside influence. He said Councilors wanted to ensure that Goshen residents or business or property owners were given priority to have their voices heard. He said in the past, the Council has set a limit on accepting public comments, given a priority for these individuals and if time allowed, allowing comments from those who live outside Goshen.

Councilor Peel said that during the COVID-19 pandemic people who live outside Goshen sought to comment and were allowed to do so. She said she felt Goshen residents should have been given priority to comment.

City Attorney Stegelmann said Councilors can set a time limit for public comments or limit who is allowed to comment.

Stegelmann said the Council also can use the Privilege of the Floor to allow further public comments and Councilors may also comment on subjects not on the agenda.

Stegelmann said the Presiding Officer (Mayor or Council President) has the authority to set the Council agenda. He also said two or more Council members may submit a request in writing to the Clerk-Treasurer that an issue over which the Council has authority be placed on the agenda of a future Council meeting.

Council President Weddell said this provision was added in case a situation arose in which the Mayor refused to allow an agenda item to be considered by the Council. He said he doesn't believe this ever happened.

Councilor Gerber asked who should be asked to include agenda items – the Mayor or the Council President. **Mayor Leichty** said the Mayor sets the agenda. However, she said if she refused to add an item to the agenda, two Councilor members could submit the agenda item to the Clerk-Treasurer.

Stegelmann said there also is a process for cancelling Council meetings if there is a lack of items for consideration. He said the rules set forth a procedure for cancelling a meeting, which includes the Mayor discussing the cancellation with the Council President and the Minority Party Representative. All three must agree on the cancellation.

Stegelmann said the rules also include information about Council appointments to City boards and commissions.

Council President Weddell said the rules also allow a written vote instead of votes cast aloud in alphabetical order. He said this provision was added to allow the public announcement of votes only after all votes had been cast. He said the written votes are then read aloud by the Clerk-Treasurer.



Stegelmann said **Councilor Peel** suggested a few revisions of the rules that he said were worth consideration. He said he planned to discuss them with the Mayor. He also said he would welcome other Councilor revisions, adding that he may bring the rules back to the Council in a few months for a review and possible vote.

Councilor Gerber said she would appreciate clarification of Councilors attending Council meetings via Zoom video/audio. She said she understands that Councilors can attend online but aren't allowed to vote. **Council President Weddell** said he believes that's the case.

Stegelmann said he would review the statute and report back to the Mayor for possible action. **Council President Weddell** said an emergency declaration during the COVID-19 pandemic allowed Councilors to vote online, but this provision was later rescinded.

Stegelmann said there is some flexibility to hold online meetings, so he would research the issue before the proposed Zoom Council meeting on Dec. 30. **Mayor Leichty** said several Council members are planning to travel during that year-end period and it would be good to have the flexibility to have a Zoom meeting. **Council President Weddell** said the expectation is always that Councilors attend in person as much as possible.

Mayor Leichty thanked the **City Attorney** and his team for their assistance.

Clerk-Treasurer Aguirre asked if two Councilors had ever asked the Clerk-Treasurer to schedule an agenda item. **Council President Weddell** said he believed two Councilors requested a presentation by researchers from Ball State University. **Mayor Leichty** said it would not be her intention to reject agenda items from Councilors.

Clerk-Treasurer Aguirre said that since he pulls together Council agendas, it is helpful for the Clerk-Treasurer to be informed of agenda items in a timely manner. **Council President Weddell** agreed what that request.

Mayor Leichty said this concluded the education items for the Council at this meeting. He said it would now be appropriate to adjourn the meeting and reconvene in an Executive Session to discuss applicants to City boards and commissions.

Councilor Nisley made a motion to adjourn the meeting, which was seconded by Councilors Peel and Weddell. Councilors unanimously approved the motion to adjourn the meeting.

Mayor Leichty adjourned the meeting at 7:46 p.m.

After the Council Chamber was cleared, the Common Council meet in an EXECUTIVE SESSION on the same date and in the same location, starting at 7:49 p.m.

Pursuant to the provisions of the Open Door Law and Indiana Code 5-14-1.5- 6.1(b), the City of Goshen Common Council met in Executive Session as permitted by state statute:

(10) When considering the appointment of a public official, to do the following: (B) Consider applications.



More specifically, the Common Council reviewed and discussed the 2024 applicants for City Boards and Commissions. Appointments to City Boards and Commissions were scheduled to be made publicly at the Council's Regular Meeting on January 22, 2024.

No other subject matter was discussed during the Executive Session, which concluded at 8:42 p.m.

EXHIBIT #1: *Draft Board and Commissions Handbook, which was prepared by Mayor Gina Leichty and distributed before the meeting to Councilors.*

EXHIBIT #2: *The Goshen Common Council Rules of Order 2020, a revision of the Council's guiding document for operations and meetings. Mayor Leichty compiled this revision with City Attorney Bodie Stegelmann and his staff. It was distributed to Councilors at the meeting.*

EXHIBIT #3: *A copy of the Goshen Common Council Rules of Orders, a six-page document distributed to Councilors before the meeting by City Attorney Bodie Stegelmann.*

APPROVED:

Gina Leichty, Mayor of Goshen

ATTEST:

Richard R. Aguirre, City Clerk-Treasurer



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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TO: Goshen City Common Council

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Preliminary 2024 Budget Performance and Historic Data

DATE: January 29, 2024

The Mayor and Clerk-Treasurer are collaborating to provide regular reports as part of their efforts to keep the Common Council and the community better informed about the City of Goshen's financial position and budget. This is the first of such updates.

The following report provides generalized financial data for the year ended December 31, 2023 and some preliminary discussion about the current budget year.

We hope this information will provide a clear overview of efforts by City of Goshen employees to responsibly manage the City's resources while meeting the changing needs of residents and planning for the future. We also hope it will also help Councilors carry out your responsibility to manage the finances of the City, appropriate money and establish budgets.

The Clerk-Treasurer's Office is in the process of completing its 2023 Annual Financial Report to the State Board of Accounts as well as other required reports to the State Department of Local Government Finance and other state and local agencies. For that reason, the information presented today should be considered a preliminary snapshot in time, as of December 31, 2023, and does not necessarily reflect the final numbers that will be reported to state and local agencies.

Clerk-Treasurer Aguirre, Mayor Leichty and I welcome your feedback and suggestions for making this more information helpful to Councilors and the community.

CITY OF GOSHEN CLERK-TREASURER'S OFFICE

PRIOR YEAR EXPENDITURES AND 2024 SPENDING BUDGET

	<u>2020 Actual</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Budget</u>
GENERAL FUND DEPARTMENTS					
Common Council	\$ 71,328	\$ 119,097	\$ 121,089	\$ 185,889	\$ 136,190
Mayor	225,232	350,253	559,889	474,824	588,050
Clerk-Treasurer	431,423	611,065	637,515	677,638	765,100
Legal	477,882	657,751	731,003	739,588	942,235
City Court	356,133	368,747	383,560	415,055	469,840
Board of Works	3,920,449	4,553,478	5,441,578	5,061,847	5,441,020
Technology	-	-	-	-	712,750
Cemeteries	264,749	275,670	307,537	404,082	519,840
Community Relations Commission	1,500	21,707	4,872	65,436	104,840
Engineering	502,824	908,319	987,355	971,360	1,064,930
Police	5,615,483	7,099,820	7,537,805	7,920,456	9,420,700
Fire	6,090,797	6,056,411	6,410,915	6,871,781	7,758,950
Building	349,287	386,483	416,131	460,721	525,720
Planning	337,023	385,144	377,960	399,542	427,300
Central Garage	1,043,981	1,221,522	1,239,989	1,368,494	1,722,050
Environmental Resilience	<u>353,876</u>	<u>580,453</u>	<u>623,034</u>	<u>821,230</u>	<u>831,320</u>
Total Spending from General Fund	<u>\$ 20,041,967</u>	<u>\$ 23,595,920</u>	<u>\$ 25,780,232</u>	<u>\$ 26,837,943</u>	<u>\$ 31,430,835</u>
 SPECIAL REVENUE FUNDS					
Motor Vehicle Highway	\$ 2,700,526	\$ 2,262,194	\$ 2,430,987	\$ 2,951,553	\$ 3,597,125
Local Roads and Streets	495,402	550,284	471,211	336,714	600,000
Parks	1,761,560	1,930,205	2,527,105	2,480,224	3,418,950
Aviation	178,194	296,134	306,073	366,423	385,940
Probation	85,566	95,946	100,048	102,458	111,005
EDIT	2,044,705	2,806,501	2,326,576	2,807,266	3,237,750
Economic Improvement District	61,280	65,462	105,206	93,234	57,000
Parking Lot Fund	-	-	-	-	5,360
Law Enforcement Continuing Ed	33,421	32,843	33,760	33,702	36,000
Unsafe Building	31,331	1,050	500	1,004	85,000
Township Fire Support	-	-	-	179,721	350,000
Rainy Day	-	-	-	-	-
Public Safety LOIT	2,786,085	2,344,895	2,018,314	2,465,265	2,882,400
Residential Lease Fees	77,394	80,895	84,522	43,955	56,835
Redevelopment Operating	362,245	283,403	233,810	355,330	243,820
Stormwater Management	<u>530,977</u>	<u>451,022</u>	<u>653,941</u>	<u>406,057</u>	<u>767,175</u>
Total Spending from Special Revenue Funds	<u>\$ 11,148,686</u>	<u>\$ 11,200,834</u>	<u>\$ 11,292,053</u>	<u>\$ 12,622,906</u>	<u>\$ 15,834,360</u>

(Prepared for January 29, 2024 Goshen City Common Council meeting)

(Figures are preliminary and subject to change)

CITY OF GOSHEN CLERK-TREASURER'S OFFICE

PRIOR YEAR EXPENDITURES AND 2024 SPENDING BUDGET (Continued)

	<u>2020 Actual</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Budget</u>
RESTRICTED FUNDS					
American Rescue Plan Grant	\$ -	\$ -	\$ 501,158	\$ 506,394	\$ 2,878,300
Motor Vehicle Highway Restricted	-	427,700	1,029,023	458,353	1,000,000
Court Fees	49,197	73,702	64,137	62,521	57,250
Debt Service	423,150	419,150	368,475	370,700	369,350
Cumulative Capital Improvemnet	-	-	-	-	87,000
Cumulative Capital Development	259,220	889,178	421,163	775,325	697,000
Cumulative Sewer	125,946	95,140	71,807	125,194	200,000
Cumulative Fire	139,638	219,654	655,814	711,671	250,000
Cumulative Cemetery	-	-	8,989	-	-
General Capital Improvement	6,295	-	-	-	-
2021 GO Bond Proceeds	-	81,557	-	-	-
2015 GO Bond Proceeds	1,967	-	-	-	-
Fire Pension	485,036	564,853	536,195	501,487	533,638
Police Pension	412,276	409,985	383,106	362,557	439,500
Total Spending from Restricted Funds	<u>\$ 1,902,725</u>	<u>\$ 3,180,919</u>	<u>\$ 4,039,867</u>	<u>\$ 3,874,202</u>	<u>\$ 6,512,038</u>
REDEVELOPMENT RESTRICTED FUNDS					
Bond Principal and Interest	\$ 421,556	\$ 814,004	\$ 807,327	\$ 825,625	\$ 823,114
SouthEast TIF	1,483,382	3,404,856	3,282,237	8,526,237	9,205,115
Lippert/Dierdorff TIF	-	4,331	46,612	2,155	550,000
Plymouth Avenue TIF	1,397	3,850	547,300	-	-
Consolidated RiverRace/US 33 TIF	1,741,281	1,304,789	2,097,580	3,905,775	10,704,000
Total Spending from Restricted Funds	<u>\$ 3,647,616</u>	<u>\$ 5,531,830</u>	<u>\$ 6,781,056</u>	<u>\$ 13,259,792</u>	<u>\$ 21,282,229</u>

(Prepared for January 29, 2024 Goshen City Common Council meeting)

(Figures are preliminary and subject to change)

CITY OF GOSHEN CLERK-TREASURER'S OFFICE

SUMMARY CASH ACTIVITY REPORT FOR YEAR ENDED DECEMBER 31, 2023

	Cash Balance as of 1/1/2023	Receipts	Expenditures	Cash Balance as of 12/31/2023
General Fund	\$ 14,587,173	\$ 36,500,052	\$ (32,676,139)	\$ 18,411,086
Special Revenue Funds	17,105,588	15,816,108	(11,903,874)	21,017,822
Restricted Funds	16,625,420	3,928,642	(3,926,638)	16,627,424
Redevelopment Funds	23,886,869	17,223,621	(14,298,624)	26,811,866
Unappropriated Funds	32,620,711	10,448,191	(25,173,030)	17,895,872 (1)
Utility Funds	<u>6,792,854</u>	<u>27,602,188</u>	<u>(26,650,020)</u>	<u>7,745,022 (2)</u>
 Total Fund Activity	 <u>\$ 111,618,615</u>	 <u>\$ 111,518,802</u>	 <u>\$ (114,628,325)</u>	 <u>\$ 108,509,092</u>

SUMMARY CASH ACTIVITY REPORT FOR YEAR ENDED DECEMBER 31, 2023



- (1) Amounts not reflected in DLGF-approved budget. Primarily internal services, internal fund transfers, bond-funded construction and grant activity.
- (2) Utilities finances and budgets maintained on an accrual basis in the Utilities offices.

(Prepared for January 29, 2024 Goshen City Common Council meeting)

(Figures are preliminary and subject to change)

**GOSHEN COMMON COUNCIL
RESOLUTION 2024-01**

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

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

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

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

PASSED by the Goshen Common Council on _____, 2024.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2024, at the hour of ____:____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2024.

Gina M. Leichty, Mayor

GRANT AGREEMENT

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

Contract # 00000000000000000000080393

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

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

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

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

FUNDING SOURCE:

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

ALN # 16.738

2. Representations and Warranties of the Grantee.

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

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

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

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

3. Implementation of and Reporting on the Project.

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

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

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

5. Grant Funding.

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

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

6. Payment of Claims.

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

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

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

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

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

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

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

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

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

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

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

9. Compliance with Laws.

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

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

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

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

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

10. Debarment and Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Notices to the State shall be sent to:

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

B. Notices to the Grantee shall be sent to:

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

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

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

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

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

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

22. Termination for Breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

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

[SIGNATURES ON NEXT PAGE]

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

City of Goshen Police Department

By: _____

Gina M. Leichty, Mayor

Name and Title, Printed

Date: _____

Indiana Criminal Justice Institute

By: _____

Devon McDonald, Executive Director

Date: _____

City of Goshen Clerk-Treasurer

By: _____

Richard R. Aguirre, Clerk-Treasurer

Printed Name and Title

Date: _____

Approved by:

Indiana Department of Administration

By: _____

Rebecca Holwerda, Commissioner

Date: _____

Approved by:

State Budget Agency

By: _____ (for)

Zachary Q. Jackson, Director

Date: _____

APPROVED as to Form and Legality
Office of the Attorney General

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

This Document was prepared and reviewed by:

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

EXHIBIT A

PROGRAM DESCRIPTION

2024 Edward Byrne Memorial Justice Assistance Grant Program (JAG)

Organization: Goshen City Police Department

JAG-2024-00001

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

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

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

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

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

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

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

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

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

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

January - Order radios from ERS

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

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

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

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

Budget Summary

TOTAL BUDGET BY CATEGORY

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

TOTAL BUDGET BY FUND SOURCE

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

PROGRAM INCOME

Program Income
 Approved Award Amount: \$60,750.00

Program/Grant Manager: Sam Terry

EXHIBIT C

2022 Federally Required Special Conditions

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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

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

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

Civil Rights Compliance

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

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

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

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

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

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

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

- Statutory provision: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- DOJ implementing regulation: Subparts C and D of 28 C.F.R. Part 42.

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

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

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

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

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

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

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

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

Nondiscrimination Provisions

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

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

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

- 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-AwardReqt.htm), and incorporated by reference into the award.

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

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

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

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

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

3. Compliance with DOJ Grants Financial Guide

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

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

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

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

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

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

6. Requirement to report potentially duplicative funding

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

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

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

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

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

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

8. Employment eligibility verification for hiring under the award

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

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

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

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

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

2. Monitoring

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

3. Allowable Costs

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

4. Rules of Construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable Costs

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

4. Rules of construction

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

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

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

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

14. Determinations of suitability to interact with participating minors

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

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

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

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

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

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

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

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

17. OJP Training Guiding Principles

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

18. Effect of failure to address audit issues

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

19. Potential imposition of additional requirements

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

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

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

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

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

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

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

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

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

23. Restrictions on “lobbying”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Encouragement of policies to ban text messaging while driving

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

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

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

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

30. Cooperating with OJP Monitoring

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

31. FFATA reporting: Subawards and executive compensation

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

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

32. Required monitoring of subawards

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

33. Use of program income

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

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

34. Justice Information Sharing

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

35. Avoidance of duplication of networks

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

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

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

37. Protection of human research subjects

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

38. Confidentiality of data

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

39. Law enforcement task forces – required training

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

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). 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).

40. Justification of consultant rate

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

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

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

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

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

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

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

43. Compliance with National Environmental Policy Act and related statutes

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

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

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

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

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

44. Establishment of trust fund

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

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

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

46. Certification of body armor "mandatory wear" policies

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

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

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

48. Reporting requirements

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

49. Required data on law enforcement agency training

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

50. Expenditures prohibited without waiver

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

EXHIBIT D – Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

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