



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. January 19, 2021

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – Jan. 11

Approval of Agenda

- (1) N. Main St. Improvements Change Order #1, JN: 2016-0020
- (2) Police Training Facility Change Order #8, JN: 2018-0014
- (3) VelocityEHS Software Renewal Agreement
- (4) Amended CDBG Sub-recipient Agreement with Elkhart County Clubhouse
- (5) CDBG Conflict of Interest Disclosure
- (6) MACOG Transit Services Agreement

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Bryce Gast, P.E

RE: **NORTH MAIN STREET IMPROVEMENTS.
CHANGE ORDER NO. 1 (JN: 2016-0020)**

DATE: January 14, 2021

During final grading, the engineering department found an issue with the south driveway at MVP being that the slope was too steep and would not be wide enough for semitrucks to enter. Niblock Excavating reduced the slope by taking the drive back further onto the property to ensure a more gradual slope. Niblock also widened the drive by installing a concrete curb by pinning it to the drive approach. The engineering department also found that the plans had curved concrete drive approaches for the other businesses was not necessary and could be replaced with asphalt.

Please accept this change order #1 for \$25,718.06. This will increase the original contract price by 3.6%. Making the contract amount from \$713,593.25 to \$739,311.31.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1

Date: 1/19/21

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

OWNER: City of Goshen
PROJECT NAME: North Main Street Improvements
PROJECT NUMBER: 2016-0020
CONTRACTOR: Niblock Excavating

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

During final grading, the engineering department found an issue with the south driveway at MVP being that the slope was too steep and would not be wide enough for semi trucks to enter. Niblock Excavating reduced the slope by taking the drive back further onto the property to ensure a more gradual slope. Niblock also widened the drive by installing a concrete curb by pinning it to the drive approach. The engineering department also found that the plans had curved concrete drive approaches for the other businesses was not necessary and could be replaced with asphalt.

CO1.1	HMA Approaches Prep Work	419.00 SYD	@ \$17.85	-----	\$7,479.15
CO1.2	4" HMA Binder For Approaches	85.26 TON	@ \$103.50		\$8,824.41
CO1.3	2" HMA Surface For Approaches	46 TON	@ \$145.00		\$6,684.50
CO1.4	Pinned On Curb At MVP Drive	42 LFT	@ \$65.00		\$2,730.00

Subtotal - \$25,718.06

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$713,593.25
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement		\$713,593.25
4. Addition/ Reduction to Contract due to this supplement		\$25,718.06
5. Amount of Contract, including this supplemental		\$739,311.31
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$25,718.06
7. Total percent of change in the original contract price Includes Change Order No.	1 to <u>1</u>	3.60%
(Line 6 divided by Line 1)		

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date **NA**.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as x-2472, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (3.6) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE

Bryce Gast, PE

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating

BY: _____
Signature of authorized representative

Printed

Title



**Engineering Department
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MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 8 FOR GOSHEN POLICE DEPARTMENT
SHOOTING RANGE TRAINING CENTER (JN: 2018-0014)**

DATE: January 18, 2021

Attached please find Change Order No. 8 for the Goshen Police Department Shooting Range Training Center.

Change Order No. 8 extends the substantial completion date 27 days from January 12, 2021 to February 8, 2021, for all work except installation of fresh air heat recovery ventilator units (HRVs). R. Yoder has encountered additional delays over the past month. The contractor's delays have been reviewed internally by the Goshen Legal, Police, and Engineering Departments, and we recommend the project extension.

Change Order No. 8 also sets a tentative completion date of May 3, 2021 for installing and commissioning the HRV units. These were ordered in December 2020 as part of a ventilation system change order. COVID shutdowns have delayed delivery. Attached is a letter from the supplier to that effect.

Requested motion:

Move to approve Change Order No. 8 for the Goshen Police Department Shooting Range Training Center Project for an extension of 27 days.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 8

Date: 1/18/21

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

OWNER: City of Goshen
PROJECT NAME: Goshen Police Department Shooting Range Training Center
PROJECT NUMBER: 2018-0014
CONTRACTOR: R. Yoder Construction, Inc.

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

Change Order No. 8 extends the contract completion date for the base project plus Change Orders, except for the installation of ventilator units, by 27 calendar days, from January 12, 2021, to February 8, 2021. R. Yoder has encountered additional delays. These have been reviewed internally by the City, and an extension is being recommended.

Due to long lead times for the heat recovery ventilators caused by COVID shutdowns, the tentative completion date for installing and commissioning the fresh air ventilation system (Change Order 6) will be extended until May 3, 2021.

No change is being requested to the total contract price with this Change Order.

Subtotal - \$0.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 8

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$315,400.02
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>7</u>	\$61,367.09
3. Amount of Contract, not including this supplement	\$376,767.11
4. Addition/ Reduction to Contract due to this supplement	\$0.00
5. Amount of Contract, including this supplemental	\$376,767.11
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$61,367.09
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>8</u> (Line 6 divided by Line 1)	19.46%

III. CONTRACT SUPPLEMENT CONDITIONS

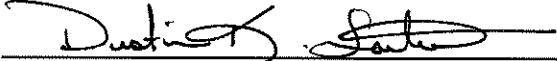
1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 27 calendar days, making the final completion date February 8, 2021.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 8

RECOMMENDED FOR ACCEPTANCE



Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: CONTRACTOR

R. Yoder Construction

BY: _____
Signature of authorized representative

Printed

Title

MID-CITY SUPPLY CO.

1610 W CENTER ST. WARSW, IN 46580

574-267-3693

CORE MECHANICAL

ATTN: CODY HITE

IE: GOSHEN TACTICAL / HRV UNITS-ETA

01/08/2021

Cody,

After speaking with the vendor for the LIFE BREATHE units ordered for the Goshen Tactical job. The original ETA was an 8 week lead time. APPROX(02/26/2021) Due to a shutdown in thier production line due to the COVID PANDEMIC. The lead time has been extended by 4 weeks. APPROX(03/29/2021) I was informed that they are working overtime to get the products out as fast as they can. I will be sent updated ETA confirmation emails from the vendor as production progesses. I will inturn relate the updates to you as well. Thank you for your businesss and patience.

Will Blocher

HVAC/MID-CITY

574-306-7286



**Department of Community Development
CITY OF GOSHEN**

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

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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Project Manager

RE: **Request to Approve Agreement with VelocityEHS For MSDSONline Subscription Services**

DATE: January 19, 2021

The City is required to complete annual reporting to the Indiana Department of Environmental Management (IDEM), the Department of Homeland Security (DHS) and the Local and Regional Emergency Planning Commissions regarding the chemical inventory maintained at four (4) of our city facilities (Streets, Central Garage, Wastewater and Water & Sewer Departments). For several years, the City contracted with consultants to complete the required reporting. In 2014, the City solicited quotes from online subscription services to instead utilize their web-based software to track our own chemical inventories and to submit the required reports each year. The City entered into an agreement with VelocityEHS in 2015 to begin utilizing their MSDSONline software for a 3-year term, which was renewed in 2018 for another 3 years. We're now requesting that the agreement be renewed for an additional 3-year term to allow for us to continue with the software. The total annual cost is \$4,458.00 which is divided between the 4 departments that track their chemical inventory.

Requested Motion: Approve Agreement with VelocityEHS for MSDSONline Subscription Services

222 Merchandise Mart Plaza, Suite 1750
 Chicago, IL 60654
 Ph: 312.881.2000
 Fax: 866.590.4961
 Tax ID #: 04-3626476

Contract Number: RS-097504
Contract Date: 11/19/2020
Sales Rep: Alex Hansen
Offer Valid Through: 12/19/2020

Customer Information

Bill to:
Customer: City of Goshen
Attn: Becky Hershberger
Address: 204 East Jefferson Street
 Goshen, IN 46528

Ship to:
Customer: City of Goshen
Attn: Becky Hershberger
Address: 204 East Jefferson Street
 Goshen, IN 46528

Terms and Conditions

Related Contract: Not Applicable
Contract Start Date: 2/17/2021
Contract End Date: 2/16/2024
Term: 3 Years
Coverage: 4 Location(s)

PO Number:
Payment Terms: Net 30
Billing Frequency: Annually
Initial Invoice Due: 2/17/2021

Chemical Management				
Licensing				
Product	Qty	Year 1	Year 2	Year 3
HQ Account	1	\$4,458.00	\$4,458.00	\$4,458.00
Additional Management Licenses - HQ	1	\$0.00	\$0.00	\$0.00
Total		\$4,458.00	\$4,458.00	\$4,458.00

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

City of Goshen

Signature: _____
 Name: _____
 Title: _____
 Date: _____

VelocityEHS

Signature: _____
 Name: _____
 Title: _____
 Date: _____

(M)SDS Management Base subscription pricing includes:

- 1 annual HQ subscription(s) for the Customer and its employees included within the Coverage of this agreement.
- A Primary Account Administrator and 1 Additional Administrator(s). Additional Administrators may be purchased for 250.00 USD per Administrator.
- Unlimited MSDS database searches, views and additions to the eBinder.
- Access to eBinder and MSDSonline database search from the SDS/Chemical Management mobile application.
- Access to the MSDSonline Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 MSDS Requests and 100 MSDS Uploads. Additional MSDS Requests may be purchased in bundles of fifty (50) for 200 USD; additional MSDS Uploads may be purchased in bundles of (100) for 200 USD.
- Technical & Customer Support.
- Supplemental Terms and Conditions apply. To learn more, click [here](#).

All Year One (1) fees are in USD and unless otherwise noted, become due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract Start Date reflects the subscription “anniversary date”; subsequent yearly fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Customer may at its discretion pre-pay the full term of the agreement. Sales tax associated to this Order will appear on the invoice, where applicable.



Supplemental Terms for GM, HQ, & HQ RegXR Subscriptions

These Supplemental Terms are legally binding terms governing Customer's use of a GM, HQ, or HQ RegXR Subscription.

These Supplemental Terms are entered into by and between VelocityEHS Holdings, Inc. ("**VelocityEHS**") and Customer under the Customer Order Form and the VelocityEHS Master Subscription & Services Agreement ("**Agreement**"). Capitalized terms not defined in this Amendment will have the meanings assigned to them in the Customer Order Form or Agreement (as defined below).

These Supplemental Terms were last updated on July 31, 2019. They are effective between VelocityEHS and Customer as of the date Customer enters into the Agreement.

1. SERVICES

- (a) **Customer-Hosted Services.** GM, HQ, and HQ RegXR Subscriptions feature the ability for the Customer to download and install an MSDSonline Desktop Application. Customer has the sole responsibility for meeting the requirements and standards specified in the Documentation for this feature. Unless specified otherwise in a Customer Order Form, Customer may only install the application on an individual's computer for the purposes of: i) creating a reasonable number of SDS/MSDS library copies for backup or archival purposes, ii) using the batch print functionality to share SDS in print format with those authorized under the Agreement and iii) using the backup functionality to create electronic media (CD, DVD, USB, etc. - note not included in the basic GM Subscription) to share SDS with those authorized under the Agreement.
- (b) **SDS/MSDS Deployment (HQ & HQ RegXR Only).** Customer will be delivered a unique URL used to share or deploy their SDS/MSDS with those authorized under the Agreement. This URL can be shared within the Customer's network (via an Intranet location, desktop icons, bookmarks, etc.), or in some instances across the Internet if access is limited to those covered under the Agreement. Providing access across the Internet may impose certain restrictions such as; requiring a sign-in process to occur before users can access the URL, or restricting URL access to specific IP addresses, or limiting access to just the SDS/MSDS in the Customer's library ("**eBinder**") and not permitting access to the entire MSDSonline SDS/MSDS library.
- (c) **Customer Materials.** Customer may upload to or distribute in its use of the Services i) SDS/MSDS content that is not subject to any copyright or other proprietary rights protection, ii) SDS/MSDS content in which VelocityEHS has given express authorization for distribution on the World Wide Web, and/or iii) SDS/MSDS content that Customer specifically earmarks for "private use" during the SDS/MSDS upload process or in certain Professional Services engagements. Customer may not use the batch upload process to upload "private use" documents. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the Customer to criminal prosecution as well as liability for damages in a civil suit. Customer shall at its sole expense, defend, indemnify and hold harmless VelocityEHS and its employees with respect to any claim and all costs, expenses (including reasonable attorney's fees), fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) from any infringement of copyrights or proprietary rights, or from any other harm arising from such Customer upload of content. In compliance with the Digital Millennium Copyright Act, Customer and other persons can report infringement claims to CustomerHelp@MSDSonline.com. Customer hereby grants VelocityEHS a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, reproduce, modify, adapt, publish, translate, and distribute, in any form,



media, or technology now known or hereafter developed, all SDS/MSDS content that Customer posts to the MSDSonline database for public use (or otherwise acquired by VelocityEHS for or on behalf of Customer) hereunder and to incorporate such SDS/MSDS content in other works, in any form, media, or technology now known or hereafter developed. When making use of such information and materials, VelocityEHS shall use commercially reasonable efforts to prevent disclosure of Customer's identity as the party from or for whom VelocityEHS obtained such SDS/MSDS content or materials, except that VelocityEHS will not disclose or make such SDS/MSDS content available to other VelocityEHS customers if Customer specifically earmarks the SDS/MSDS content for private use or requests in writing when such materials and information are provided to, or otherwise obtained by, VelocityEHS.

2. COMPLIANCE WITH APPLICABLE LAW

Customer is solely responsible for compliance with all federal, state, and local laws, regulations, rules, ordinances, and policies regarding Customer's use of the Services, including possession and maintenance of any SDS/MSDS (including, but not limited to, federal environmental and OSHA requirements, and, to the extent applicable, the specific requirement that access to certain MSDSs be maintained at Customer's premises).

3. DISCLAIMER

IN NO EVENT SHALL VELOCITYEHS OR ITS AFFILIATES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR EXPENSE RELATING TO THE APPROPRIATENESS, SELECTION, CONTENT, MAINTENANCE, RETENTION, AVAILABILITY, USE, OR NON-USE OF MSDS DOCUMENTS OR REPORTS, ADVICE, AND RECOMMENDATIONS PROVIDED IN CONNECTION THEREWITH IN ANY FORM. CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIRMING THAT ANY MSDS THAT IT PROVIDES TO VELOCITYEHS OR ITS AFFILIATES, OR THAT IT APPROVES, ACCEPTS, SELECTS, USES, OR OTHERWISE OBTAINS FROM OR THROUGH VELOCITYEHS OR ITS AFFILIATES, THE SERVICES, OR THE COMPLIANCE SERVICES, IN CONNECTION WITH THIS AGREEMENT, IS APPLICABLE TO AND APPROPRIATE FOR THE SERVICE OR PURPOSE FOR WHICH CUSTOMER MAY NEED AN MSDS. CUSTOMER ACKNOWLEDGES THAT VELOCITYEHS AND ITS AFFILIATES DO NOT AUTHOR, EDIT, OR CHANGE ANY INFORMATION CONTAINED IN ANY MSDS AND THAT VELOCITYEHS AND ITS AFFILIATES ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE ACCURACY, USEFULNESS, COMPLETENESS, OR CURRENCY OF ANY SUCH INFORMATION. VELOCITYEHS AND ITS AFFILIATES SHALL BE ENTITLED, AT ALL TIMES AND WITHOUT INCURRING LIABILITY: (I) TO RELY ON INFORMATION PROVIDED BY CUSTOMER, ON WRITTEN AND ORAL COMMUNICATIONS WITH CUSTOMER'S PERSONNEL, AND ON INFORMATION AND MATERIALS APPROVED OR ACCEPTED BY CUSTOMER, WITH RESPECT TO SPECIFIC SERVICE FOR WHICH AN MSDS IS SOUGHT OR REQUESTED; AND (II) TO MAKE REASONABLE ASSUMPTIONS AND SUBSTITUTIONS IF INFORMATION PROVIDED BY CUSTOMER IS INCOMPLETE, INACCURATE, OR NON-SPECIFIC OR IF AN MSDS FOR A PARTICULAR SUPPLIER'S PRODUCT, PRODUCT ID, OR SKU NUMBER IS NOT AVAILABLE THROUGH THE EXERCISE OF COMMERCIALY REASONABLE EFFORTS.

4. ADDITIONAL LIMITATION OF LIABILITY

NEITHER VELOCITYEHS NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF ANY OF THE FOREGOING (COLLECTIVELY, THE "**VELOCITYEHS ASSOCIATES**"), SHALL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR



OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (I) CUSTOMER'S USE OR NON-USE, OR CUSTOMER'S RELIANCE ON OR FAILURE TO RELY ON, THE SERVICE, OR ANY OTHER MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY SDS/MSDS DOCUMENTS AND ANY REPORTS, ADVICE, AND RECOMMENDATIONS, IN ANY FORM) PROVIDED OR MADE AVAILABLE BY VELOCITYEHS OR ITS AFFILIATES OR CONTRACTORS IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, THE "**VELOCITYEHS MATERIALS**"); OR (II) ANY DECISIONS MADE OR NOT MADE, OR ACTIONS TAKEN OR NOT TAKEN, BY CUSTOMER OR ANY THIRD PARTY WITH REGARD TO, IN RELIANCE ON, OR AS A RESULT OF, USE OF ANY VELOCITYEHS MATERIALS.



**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185
meaghanbylsma@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Meaghan Bylsma, Community Development Specialist

DATE: January 19, 2021

RE: Approval of Amended Public Service Sub-Recipient Agreement for Elkhart County Clubhouse in Program Year 2020

Please approve the amended CDBG public service sub-recipient agreement with Elkhart County Clubhouse to reflect a change in the scope of services and authorize the Mayor to sign the agreement:

Public Service Grant

Elkhart County Clubhouse \$2,200

This is not a change in the CDBG grant amount from the initial agreement signed July 13, 2020. The scope of services, originally reflecting a Medicaid Billing Support Program, now reflects an Extensive Outreach to Inactive Clubhouse Members Program. The proposed program is more feasible to implement given the Clubhouse's change in operations during the pandemic.

The amended agreement is attached. Please refer to Exhibit A for a detailed description of the updated scope of services and budget.

CITY OF GOSHEN - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Program Year 2020: July 1, 2020 – June 30, 2021
Amended Public Service Sub-Recipient Agreement
Elkhart County Clubhouse, Inc.

This amended Agreement is entered into as of the 19th day of January 2021 between the City of Goshen (herein called the “City”) and the Elkhart County Clubhouse, Inc., (herein called the “Sub-recipient”) an Indiana Not-For-Profit Corporation, for the contract period July 1, 2020, through June 30, 2021 to amend the scope of services. This amended agreement updates the prior agreement dated July 13, 2020.

WHEREAS, the City has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant (CDBG) under Title I of the Housing and Community Development Act of 1974, as Amended, and;

WHEREAS, said Agreement with HUD provides for the grant of funds to the City for projects and activities principally benefiting persons of low and moderate income, and;

WHEREAS, Sub-recipient desires to carry out a project or program, described in the Scope of Services section of this document, principally for the benefit of low and moderate income residents of the City of Goshen and;

WHEREAS, Sub-recipient has requested the assistance of the City, through the Community Development Block Grant Program, in order to carry out the proposed program.

NOW, THEREFORE, Sub-recipient and the City agree as follows:

1. SCOPE OF SERVICES

- A. Sub-recipient agrees that CDBG funds will be used to fund the Extensive Outreach to Inactive Clubhouse Members Program, to provide staff support for outreach efforts to assist adults with serious mental illnesses, as outlined in the Public Services Grant Application. The project will be carried out as described in the proposed project details and budget from the application form, a copy of which is attached as Attachment A, which is hereby made a part of this Agreement.
- B. Sub-recipient certifies that the Extensive Outreach to Inactive Clubhouse Members Program carried out under this Agreement will meet the LMC (Low/Moderate Income Limited Clientele) National Objective.
- C. Sub-recipient agrees that it shall comply with applicable laws and regulations including, but not limited to, those listed in Attachment B, which is hereby made a part of this Agreement.
- D. Sub-recipient agrees that it shall provide a written quarterly report within five days of the end of each quarter or with each payment request within a quarter, and a final written report with the request for final grant payment, or no later than the deadline for final claim submittal if unexpended funds remain. Using the form provided, the report shall detail how funds were used, matching funds used, number and details of project beneficiaries, and any other requested information. A sample form is provided in Attachment C, which is hereby made a part of this Agreement.
- E. The City agrees, on submission of proper reports, claims and verification of costs that it shall reimburse Sub-recipient for up to Two Thousand Two Hundred Dollars (\$2,200.00). The City shall have no obligation to reimburse Sub-recipient for any costs incurred in violation of any provision of this Agreement or any applicable law, ordinance or regulation. Claims will be processed per the City's weekly payment procedures for CDBG claims, provided in Attachment D, which is hereby made a part of this Agreement.
- F. All claims for reimbursement under this Agreement shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 3, 2021, so that all claims

can be paid within the contract year.

2. AUDIT COMPLIANCE

The Sub-recipient shall provide the amount of federal funds expended in the Sub-recipient's fiscal year, as requested by the City. If the Sub-recipient expends \$750,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.

3. TERMINATION FOR CONVENIENCE

Sub-recipient may terminate this Agreement as to any funds not disbursed by providing notice to the City, however, Sub-recipient's service and reporting requirements shall continue. The notice of termination shall specify the reason for the termination of Agreement and the date when the Agreement shall be terminated. If the Sub-recipient chooses to terminate this Agreement after part of the funds have been drawn, the Sub-recipient must continue to comply with all other parts of this Agreement.

4. TERMINATION FOR NONCOMPLIANCE

If the City determines Sub-recipient is in noncompliance with this Agreement the City may take the following corrective actions: temporarily withhold cash payments, disallow all or part of the activity or action in noncompliance, wholly or partly suspend or terminate the current award, withhold further awards, or take other remedies that may be legally available. If Sub-recipient is found to be in noncompliance the City will provide a time and place for a hearing with the Sub-recipient at which time the Sub-recipient may appeal its suspension. The Sub-recipient must request in writing a hearing for noncompliance. Costs incurred by the Sub-recipient during suspension or following termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination. Other Sub-recipient costs during suspension or following termination which are necessary and not reasonably avoidable are allowed if, and, in the case of a termination, are non-cancelable, the costs result from obligations which were properly incurred by the Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable, and, the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect. Notice of suspension or termination shall be given by the City to the Sub-recipient in writing. The Sub-recipient shall have the right to appeal the suspension or termination in writing and must do so within 15 days of notice from the City.

5. EQUIPMENT

In the event that any funds provided under this Agreement are used for the purchase of equipment, Sub-recipient shall comply with applicable federal regulations with regard to the disposition of such equipment when it is no longer needed for the program per 2 CFR Part 200. Unless federal rules require otherwise, it is hereby agreed that the City's percentage interest in equipment shall be the amount of funds provided by the City divided by the total cost of the equipment incurred over the term of this Agreement.

6. PROVISIONS IN CASE OF DEFAULT

Sub-recipient's obligations under this Agreement shall be extended for an additional year in the event Sub-recipient fails to provide evidence in reports provided for in paragraph 1.D that the Sub-recipient's programs are of benefit principally to low and moderate income residents of the City of Goshen. In the event that the Sub-recipient fails to provide such evidence for a period of two years, Sub-recipient shall be in default of this Agreement. The Sub-recipient shall reimburse the City in an amount equal to the funds provided.

7. RECORDS

Sub-recipient shall maintain records adequate to identify and account for all costs pertaining to this Agreement and such other records as may be required by statute, rule or regulation. These records shall be maintained for a period of four (4) years after project completion and shall be made available to the City and authorized federal agencies.

8. NOTICES

Notices will be considered sufficient if sent by certified mail or delivered in person to:

City: CDBG Administrator
City of Goshen
204 E Jefferson, Suite 4
Goshen, IN 46528

Sub-recipient: Rich H. Meyer, Director
Elkhart County Clubhouse
114 S 5th Street
Goshen, IN 46526

Executed as of the date first written above.

CITY OF GOSHEN

by: _____
Jeremy Stutsman, Mayor

by: _____
Rich H. Meyer, Director

ATTACHMENT A: GRANT APPLICATION PROJECT DETAILS

1. Briefly describe the proposed project to receive CDBG funds. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for CDBG funds.

Elkhart County Clubhouse is a working support community serving adults with serious mental illnesses. Our support includes job placement, assistance with finding safe and affordable housing, and help with accessing primary health care and mental health care. We also have an environment that promotes long-term participation in a network of informal social relationships – building community, the natural antidote to isolation. We served 170 adults in 2019, our 7th full year of operation. Our services are provided to any adult with a serious mental illness at no cost to the individual.

Membership in the Clubhouse is voluntary and without time limits. Members choose the way they utilize the Clubhouse. Members have a right to immediate re-entry into the Clubhouse community after any length of absence. We want to maintain effective systems reaching out to members who are not attending or becoming isolated. From our opening in May 2012 over 570 individuals with serious mental have participated as members of Elkhart County Clubhouse. This means that about 400 members of Clubhouse are inactive; these are people who participated at some point over the past eight years, but who were not actively engaged with our Clubhouse last year.

This year colleagues (staff and members) of Elkhart County Clubhouse plan to engage in an extensive reach-out project in an attempt to connect with as many of the 570 members on our archive of attendance through-out the years we have been in operation. For all we can reach, we will remind them that the resources of the Clubhouse are available to them, and that this community can serve as part of their support network. We believe this intervention will reduce isolation and contribute to improved emotional health for a significant portion of our inactive membership

We anticipate carrying out this project in the first quarter of 2021, so that we can report significant progress in an April 5 report. We expect to need about .5 hrs of colleague time for each of 570 individuals in this reach-out. The staff time of 140 hrs. will be paid at a rate of \$19.89 per hour, the member volunteer time required will be 145 hrs. valued at \$10/hr. for a total project cost of \$4234.60. We are requesting \$2,200.00 of this amount from CDBG funds.

2. Complete the line item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	CDBG Funds	Other Funds
a. 140 hrs. staff time at \$19.89/hr	2784.60	2200.00	584.60
b. 145 hrs. volunteer time at \$10/hr.	1450.00		1450.00
c.			
d.			
TOTAL	4234.60	2200.00	2034.60

3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

In-kind contributions of volunteer labor by Clubhouse members is expected to total 1450.00 and the balance of funds will come from local individual and corporate donors through independent fundraising by Elkhart County Clubhouse.

ATTACHMENT B

Standard Contract Attachments

I. Administrative Requirements

II. Personnel and Participant Conditions

III. Environmental Conditions

I. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Close-Outs

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report on a monthly basis all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the US Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Sub-recipient funds available under this contract, based upon information submitted by the Sub-recipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Sub-recipient.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provide herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Travel

The Sub-recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

II. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as

amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement, or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.

b) Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Sub-recipient, the City, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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;
- b) 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification:
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

III. Environmental Conditions

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

ATTACHMENT C: SAMPLE REPORT FORM

QUARTERLY/FINAL REPORT
CITY OF GOSHEN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Program Year 2020: July 1, 2020 through June 30, 2021
Report Due with Each Claim Submitted or a Minimum of
October 5, 2020, January 5, 2021, April 5, 2021, and June 3 2021
Final Report Due with Claim for final payment

Organization: _____

Date of Report: _____

For Period: _____

Submitted by (Print name with title): _____

Signature: _____

CDBG Claim Amount: _____

Briefly describe project activities/accomplishments in reporting period: _____

Matching Funds and In-kind Contributions used with CDBG Grant (**amount and source**): _____

Total number of beneficiaries: _____

Individuals with income less than 30% of median: _____

Individuals with income between 30% and 50% of median: _____

Individuals with income between 50% and 80% of median: _____

Individuals with income more than 80% of median: _____

Number of beneficiaries by race:

White (11): _____

Black/African American (12): _____

Asian (13): _____

American Indian (14): _____

Multi-Racial (20) _____

Other (please specify): _____

Total: _____

Number of beneficiaries by Hispanic Origin: _____

ATTACHMENT D

City of Goshen Weekly Payment Procedures for CDBG Claims
Updated/Effective December 8, 2014
Changes in Bold

Thursday NOON	Deadline to submit claims to CDBG Administrator for processing the following week
Friday	CDBG Administrator Review of Claim: Incomplete claims will be held until all required information is received
Monday (Week 1)	CDBG Administrator Reporting in HUD's online system for each claim (required before a claim may be processed)
Tuesday AM Tuesday PM	First drawdown authorization by CDBG Administrator Voucher submitted by CDBG Administrator to Clerk Treasurer's Office
Wednesday Wednesday, 3pm	Second drawdown authorization by Clerk Treasurer's Office Deadline for claim to be processed by Clerk Treasurer's Office for Board of Works
Monday (Week 2)	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
Tuesday	Check written by Clerk Treasurer's Office



**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185
meaghanbylsma@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Meaghan Bylsma, Community Development Specialist

DATE: January 19, 2021

RE: Community Development Block Grant (CDBG) Conflict of Interest Disclosure

The City of Goshen CDBG-CV Short-Term Rent Assistance Program is a program targeted to low-moderate income renters residing within the City of Goshen who are experiencing financial hardship due to the coronavirus pandemic. This program assists with up to 3 months of owed rent for eligible households that have applied and provided all required documentation. Payments are made directly to the landlord through the Clerk-Treasurer's Office.

Rick Kauffman is an employee with the Fire Department for the City of Goshen. He also owns rental properties within city-limits. He may have tenants that apply and qualify for this program, and, therefore, he would be a direct recipient of CDBG funds on behalf of the eligible tenant. As a City employee, he has no direct connection to the CDBG program, nor is he in a decision-making capacity with regard to CDBG funds and activities. A public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program.

The disclosure is attached, to be acknowledged by the Board of Public Works & Safety.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Rick Kauffman
60706 County Road 21 Goshen IN 46528
2. **Title or Position With Governmental Entity:** Firefighter City of Goshen
3. a. **Governmental Entity:** City of Goshen, Indiana
b. **County:** Elkhart
4. **This statement is submitted (check one):**
a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** City of Goshen CDBG Program

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
The City of Goshen CDBG-CV Short Term Rent Assistance Program assists income eligible renters in the City of Goshen who have experienced financial hardship due to the coronavirus pandemic. This program launched 12/1/2020 and will remain active until funds are expended.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

The public servant identified above owns rental properties within the City of Goshen and may have tenants that apply for and qualify for this program. Therefore, CDBG funds would be used to pay the identified public servant directly on behalf of the eligible tenant(s) for owed rent.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

01/19/2021
Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: Rick Kauffman
(Signature of Public Servant)

Date: 1-12-2021
(month, day, year)

Printed Name: Rick Kauffman
(Please print legibly.)

Email Address: RickKauffman@gmail.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

Transit Services Agreement

This Agreement is made by and between the City of Goshen, Indiana (hereinafter known as the "City"), and the Michiana Area Council of Governments (hereinafter referred to as "MACOG"),

WITNESSETH THAT:

1. WHEREAS, the City, realizing that a need exists for a usable form of transportation services to certain targeted segments and the general population, desires to address said need in the form of a fixed-route bus system known as The Interurban Trolley and Interurban Trolley Access ADA Paratransit Services (hereinafter referred to as the "Program").

2. WHEREAS, MACOG is, under certain terms and conditions, willing to perform and administer the Program of Projects as described within the FTA Section 5307 grant. Federal Transit Administration (FTA) programs are shown in the Catalog of Federal Domestic Assistance under Section 20.500.

3. WHEREAS, as part of the City's participation in public transit, it is required to perform certain duties and obligations which it desires MACOG to perform and administer, and,

NOW THEREFORE, the parties agree as follows:

1. That MACOG is the recipient of grants from the Indiana Department of Transportation (INDOT) and from the Federal Transit Administration (FTA). The City agrees that said funds shall be used expressly for the purpose of the Program's administration, operation, and capital equipment needs as outlined in the annual Elkhart-Goshen Urbanized Area Program of Projects.

2. That the City shall make available to MACOG \$62,000 (Sixty-Two Thousand Dollars) in local matching funds for the express purposes stated above for the period January 1, 2021 through December 31, 2021.

3. That the City shall comply with all requirements prescribed by the Federal Transit Administration (FTA) and the Indiana Department of Transportation (INDOT) under the Program, to be administered by MACOG, including, but not limited to the signing and execution of all documents, applications, reports, and the like.

4. MACOG shall administer the Program pursuant to the terms of the grant agreement between MACOG and the State of Indiana, and the Section 5307 grant between MACOG and FTA.

Transit Services Agreement

5. The City hereby designates MACOG as the administering agency for the purpose of FTA and INDOT, including but not limited to the authority to deal directly with all persons, contract agencies, and grantors for the purpose of providing the Program of Projects for the Elkhart-Goshen Urbanized Area.

6. MACOG shall maintain books and records as required by FTA and INDOT as desirable for the administration of said grants and the same shall be available for inspection to the City at any time upon request.

7. MACOG shall be responsible for meeting all audit requirements and other bookkeeping standards prescribed of any Federal or State Agency under which FTA or INDOT is conducted.

8. The City and MACOG agree that neither incurs any liability for the actions of the other in conjunction with the performance of the duties hereunder.

9. MACOG shall contract with qualified transportation providers as required to fulfill and execute the Program.

EXECUTED by:

City of Goshen, Indiana

Michiana Area Council of Governments

By: _____
Jeremy Stutsman, Mayor

By: _____
James Turnwald, Executive Director

Date: ____/____/____

Date: ____/____/____