



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. December 28, 2020

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

Approval of Agenda

- (1) Proposed Sensory Trail Grant – Agreement with ADEC, Inc.
- (2) City Court Agreement with Elkhart Legal Aid Services, Inc.
- (3) Agreement for Employee Assistance with New Avenues, Inc.
- (4) Subscription Agreement with West Publishing Corp.
- (5) Resolution 2020-34: Documenting the Submission of the 2020 Annual Certifications
By City of Goshen Elected Officers
- (6) Resolution 2020-35: Share of Costs of Wages and Benefits

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment

Memo

To: City of Goshen Board of Works & Public Safety & Stormwater

FROM: Theresa Sailor, Environmental Resilience Department

Date: 12/23/2020

Subject: Proposed Goshen Sensory Trail Grant – Proposed Contract with ADEC, Inc. for Professional Services *(Contract \$10,521.68 valid only if Grant is successful)*

The City of Goshen is partnering with ADEC, Inc. to propose the Goshen Sensory Trail Project to help connect individuals with disabilities to the health benefits and wonder of nature. The City and ADEC Inc. propose developing a GPS-enabled app accessed by a phone or tablet to connect users to nature in a fully immersible sensory trail experience. The app will locate and identify unique natural features, pinpoint interactive spaces where individuals can participate in the sensory experience, and provide opportunities where users can select to listen to music, poetry, or historical information.

The project also proposes to add online experiences including stationary live nature cameras to provide individuals who cannot participate on the trail with accessibility to the same mental health benefits of the sights and sounds of nature from their home.

Approximately \$200,000 is being requested from the Community Connections for People with Disabilities (CCPWD) grant offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS). The CCPWD grant opportunity is a Community Development Block Grant made available due to supplemental CDBG Coronavirus funds authorized under the CARES Act. OCRA has made \$4.9 million in CDBG-CV funds available.

The project is designed to benefit adult individuals with disabilities. The funding will be matched by approximately \$10,000 in local in-kind support. ADEC, Inc. will provide local technical support for the project.

A virtual public meeting will be held on January 4, 10:00 am utilizing Zoom. Link to the meeting can be found on the City of Goshen calendar at <https://goshenindiana.org/calendar>.

INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS

SUB-RECIPIENT AGREEMENT FOR COMMUNITY CONNECTIONS FOR PEOPLE WITH DISABILITIES GRANT PROGRAM

(MODIFICATIONS TO THIS AGREEMENT MUST BE APPROVED BY THE OFFICE OF COMMUNITY AND RURAL AFFAIRS PRIOR TO FULL EXECUTION)

THIS AGREEMENT is entered into this 28 day of December, 2020 by and between the City/Town/County of City of Goshen, Indiana, State of Indiana (hereinafter referred to as the "Recipient"), by and through its Board of Public Works & Safety, and ADEC, Inc.,

(hereinafter referred to as the "Subrecipient"), and approved by the Indiana Office of Community and Rural Affairs.

WHEREAS, the Recipient is applying for a grant under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, from the Indiana Office of Community and Rural Affairs ("IOCRA") using federal Community Development Block Grant ("CDBG") funds allocated by the United States Department of Housing and Urban Development, ("HUD") bearing the grant-identifier number assigned by the DDRS of _____; and,

WHEREAS, subject to selection for funding under this CDBG grant by the Division of Disability and Rehabilitative Services ("DDRS"), the Recipient is undertaking certain activities; and,

WHEREAS, the Recipient desires to engage the Subrecipient to give certain assistance in connection with such undertakings; and,

NOW, THEREFORE, the Recipient and the Subrecipient do mutually agree as follows:

- 1. **DEFINITIONS:** As used in this Contract:
 - A. "Subrecipient" means the non-profit entity which has the responsibility for administering the subject CDBG-assisted project or activity.
 - B. "Area" means the corporate boundaries of the Recipient, those being Goshen, Indiana, or one or more sections of the n/a as specifically delineated in the Statement of Work, Appendix I of this Agreement.
 - C. "CDBG" means Community Development Block Grant.
 - D. "Contractor" means an entity other than the Subrecipient (except as noted in the Labor Standards Provisions), that furnishes to the Recipient and Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).
 - E. "DDRS" means Division of Disability and Rehabilitative Services, a division of the Indiana Family and Social Services administration.
 - F. "IOCRA" means Indiana Office of Community and Rural Affairs.
 - G. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

H. "Program" means the Community Development Program approved by IOCRA as the same may be amended from time to time.

2. SCOPE OF SERVICES: The Subrecipient shall perform all services according to the Program Description and Statement of Work attached as Appendix I and made part of this Agreement.

3. TERM OF AGREEMENT: Subject to the terms of Section 27 of this Agreement, this Agreement shall commence on the 28 day of December, 2020, and end on the 30 day of October, 2021. The term of this Agreement may be extended by mutual consent of the Recipient and Subrecipient, subject to termination provisions set forth herein and the expiration date of the Recipient's CDBG grant from the IOCRA and DDRS. The Subrecipient agrees to comply with the minimum five-year real property usage requirements set forth under 24 CFR 570.503 (a)(8)(i) as well as usage requirements for CDBG-assisted facilities and other assets as set forth under 24 CFR 570.505.

4. AMENDMENTS: Any revision to this Agreement, including Appendices, shall only be made by written amendment to this Agreement.

5. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this Agreement shall be performed in accordance with the approved Program Description, the approved Budget, the Grant Conditions, and the relevant Department of Housing and Urban Development regulations, as set forth in the initial grant agreement between the IOCRA and the Recipient. The Subrecipient may not use the CDBG-assisted facilities in any manner which does not meet the intent and requirements of such initial CDBG grant agreement and such CDBG-facilities must be used to meet the prescribed CDBG national objective under which the IOCRA awarded said CDBG grant to the Recipient.

6. SUBCONTRACTING: The performance covered by this Contract shall not be subcontracted, assigned or delegated without the prior written consent of the Recipient, and the prior written consent of the IOCRA.

7. LIMITATION ON FUNDING: It is expressly understood and agreed that in no event will the Recipient pay the Subrecipient more than \$ 10,521.28 for full and complete satisfactory performance of this Agreement. The Recipient shall compensate the Subrecipient for fulfilling this Agreement as provided in accordance with the terms and conditions contained herein.

8. CDBG PROGRAM INCOME: Any gross income directly generated from the use of the CDBG grant funds shall be used only for those activities delineated in the Statement of Work and all relevant provisions of this Agreement shall apply to such activities. Disposition of CDBG Program Income received by the Subrecipient shall be governed by the requirements outlined in the Statement of Work, Appendix I, and in compliance with 24 CFR 570.504 (b) and (c).

9. FISCAL AND ADMINISTRATIVE RESPONSIBILITIES: The Subrecipient agrees to comply with the provisions of 24 CFR 570.502 (a) or (b), as applicable, and all requirements and standards which include but are not limited to the following:

A. Allowable and Allocable Costs. Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in Appendix I shall control amounts of allowable expenditures within budget categories.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Restriction on Disbursements. No money under this Agreement shall be disbursed by the Subrecipient to any contractor except pursuant to a written contract which incorporates the applicable requirements of this Contract and IOCRA/HUD regulations and unless the contractor is in compliance with IOCRA/HUD requirements for applicable accounting and fiscal matters.

D. Records and Reports:

(1) Establishment and Maintenance of Records:

Records shall be maintained in accordance with requirements prescribed by IOCRA or the Recipient with respect to all matters covered by this Contract. Except as otherwise authorized by IOCRA, such records shall be maintained for a period of five (5) years after final close-out of the grant by the Indiana Office of Community and Rural Affairs.

(2) Reports:

(a) At such times and in such forms as IOCRA or the Recipient may require, there shall be furnished to IOCRA or the Recipient such statements, records, data and information as IOCRA or the Recipient may request pertaining to matters covered by this Contract.

(b) The Subrecipient shall, at a minimum, submit the following reports to the Recipient:

- (i) Quarterly progress reports due by the 15th day following the end of each calendar quarter, such reports outlining activities undertaken during such calendar quarter toward completion of the subject Program and the progress in meeting the prescribed CDBG national objective under the Recipient's grant agreement with the IOCRA;
- (ii) Quarterly financial statements due by the 15th day following the end of each calendar quarter, such reports detailing all revenues and expenses applicable to the CDBG-assisted facilities and activities undertaken during such calendar quarter;
- (iii) The reports required in Section 9D(2)(b)(i) and Section 9D(2)(b)(ii) above shall be submitted by Subrecipient to Recipient for a period of five (5) years following Administrative Closeout for the subject Program by the IOCRA to the Recipient, or until October 30, 2020 , whichever period is longer.
- (iv) A report at the conclusion of the project for which funds are provided under this agreement which summarizes the successes or failures of the assisted activity, and the level of attainment respective to the CDBG national objective prescribed under the CDBG grant agreement between the IOCRA and the Recipient.

(3) Real and Non-expendable Property:

(a) Inventory: The Subrecipient shall keep inventory records, acceptable to the Recipient, on all real and non-expendable property purchased under this Agreement. The Subrecipient shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.

(b) Insurance and Maintenance: For all real and non-expendable property occupied, operated and/or purchased under this Agreement, the Subrecipient shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Recipient shall be named as loss payee under such policies of insurance. The Subrecipient shall also be responsible for the maintenance and upkeep of all such property.

(4) Cooperation with Subrecipient: The Recipient shall provide all available maps, reports, and other data requested by the Subrecipient to accomplish the services which are the subject of this Contract. The Subrecipient shall pay for all articles so supplied.

10. ASSIGNMENT OR LIENS AGAINST CDBG-ASSISTED FACILITIES AND ASSETS:

The Subrecipient shall complete the form entitled "CDBG Lien and Restrictive Covenant Agreement", found in Appendix II, for all real property improved with CDBG funds awarded under this agreement. Appendix II must be duly recorded with the County Recorder in the county in which the improved property is located.

The Subrecipient shall not assign, pledge, or otherwise encumber the Subrecipient's or Recipient's interest in the CDBG-assisted facilities or assets without the prior written consent of the Recipient and the IOCRA. The Subrecipient shall not pledge or mortgage the CDBG-assisted facilities or assets as collateral for loans without the prior written consent of the Recipient and the IOCRA. The Subrecipient shall cure and otherwise perfect all liens placed against the CDBG-assisted facilities or assets.

11. ACCESS TO RECORDS: At any time during normal business hours and as often as the Recipient, IOCRA and/or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to the Recipient, IOCRA and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Agreement. Further, the Subrecipient shall permit the Recipient, IOCRA, and/or representatives of the Comptroller General to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

12. MONITORING AND AUDITS OF SUBRECIPIENT:

A. Subrecipient Monitoring:

The recipient is required by federal Office of Management and Budget (OMB) Circular A-133 to ensure that federal CDBG program requirements are met, that the funds are used for the purpose of the program, and that the Subrecipient complies with reporting and auditing requirements. If the Subrecipient is required to have an A-133 audit (as discussed below), the Recipient must review the A-133 audit report and follow up on any audit findings that relate to the CDBG project. If there are findings relative to the CDBG project, the Recipient must issue a management decision within six months of receipt of the audit report and ensure that the Subrecipient takes appropriate and timely corrective action. The management decision shall clearly state whether or not the audit findings are sustained, the reasons for the decision, and the expected subrecipient action to repay disallowed costs, make financial adjustments, or take other action.

Recipient procedures to ensure that the Subrecipient is meeting program requirements may also include:

- (1) Perform an analysis of financial status reports.
- (2) Determine appropriateness of disbursements through review of supporting documentation.
- (3) On-site visits by the Recipient to the Subrecipient's CDBG-assisted facilities. At regular intervals during the term of this Agreement, the Recipient may conduct reviews of the content and progress of the Subrecipient services. If, as a result of such reviews, it is the opinion of the Recipient that revisions to the Scope of Services (paragraph 2) is necessary or the methods employed by the Subrecipient are inappropriate, the Recipient may require such revisions by notifying the Subrecipient in writing. Upon receipt of such notification of revision, the Subrecipient shall, within ten (10) days, propose the manner in which the Subrecipient will comply with the revisions.
- (4) Review limited scope audit reports. If the Subrecipient expended less than \$500,000 in federal awards the Recipient may require an agreed-upon procedures engagement. These engagements may address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching level of effort, earmarking; and reporting.
- (5) Review any financial statement audits when other type audits are not required.

The Recipient will also review the Subrecipient's fidelity bonding and fiscal and accounting procedures to determine if they meet the requirements of the Agreement.

B. Grant Information: The Recipient will provide the Subrecipient with the following information in compliance with OMB Circular A-133:

- (1) Catalog of Federal Domestic Assistance (CDFA) Number for CDBG: 14.228
- (2) CDFA Title for CDBG Project: "State Administered CDBG Program"
- (3) Name of the Federal grantor agency: U.S. Department of Housing and Urban Development
- (4) IOCRA's Grant Number assigned to the Recipient's CDBG Project
- (5) Amount of any State or Local matching funds
- (6) Advise the Subrecipient of requirements imposed upon the Subrecipient pursuant to applicable federal regulations and IOCRA policies.

C. Subrecipient Audit Requirements

(1) A Subrecipient that expends \$500,000 or more in federal funds is required to have an audit in compliance with OMB Circular A-133. The Subrecipient is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit period. The reporting package must also be submitted to the Recipient. Per Section .505 of the OMB Circular A-133, the reporting package consists of:

- (a) Financial Statements;
- (b) Schedule of Expenditures of Federal Awards;
- (c) Summary Schedule of Prior Audit Findings;
- (d) Corrective Action Plan for current year audit findings; and,
- (e) An Auditor's Opinion

(2) Subrecipients that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Indiana Code 5-11-1-9 and the Indiana State Board of Accounts' Guidelines For Examination of Entities Receiving Financial Assistance From Governmental Sources. A Subrecipient that is not a governmental entity must annually file an Entity Annual Report (form E-1) with the State Board of Accounts. If the Subrecipient's disbursements are less than fifty-percent (50%) from public funds they must request and receive a waiver from these audit requirements. If the Subrecipient is a not for profit corporation, and their disbursements are less than \$100,000, they may also request a waiver. Contact the Indiana State Board of Accounts at 317-232-2525 for a copy of their Guidelines for Examination of Entities Receiving Financial Assistance From Governmental Sources and information on obtaining a waiver.

An audit in compliance with OMB Circular A-133 will meet the audit requirements of IC 5-11-1-9. However, a waiver from the State Board of Accounts from the audit requirements of IC 5-11-1-9 does not exempt the Subrecipient from audits required by OMB Circular A-133 or other audits provisions within this Agreement.

(3) All Subrecipient audits shall be completed within 180 days after the ending date of the Subrecipient's fiscal year. Two (2) copies of each audit report shall be delivered by the Subrecipient to the Recipient. One (1) copy will be retained and reviewed by the Recipient, with the remaining copy to be submitted by the Recipient to IOCRA.

(4) If the Subrecipient is unable or unwilling to have an audit conducted in accordance with OMB Circular A-133, the Recipient shall take one or more of the following actions:

- (a) Withhold a percentage of federal CDBG funds until the applicable audit is completed satisfactorily;
- (b) Suspend further disbursements of federal CDBG funds until the audit is conducted; or
- (c) Terminate this Agreement in accordance with Section 13 of this Agreement.

13. TERMINATION OF AGREEMENT:

A. By giving thirty (30) days written notice specifying the effective date, the Recipient may terminate this Contract in whole or in part for cause, which shall include:

- (1) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreements conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
- (2) Submission by the Subrecipient to the Recipient of reports that are incorrect or incomplete in any material respect;
- (3) Ineffective or improper use of funds provided under this Agreement;
- (4) Failure of the Subrecipient to supply the Recipient with quarterly reports and annual audits as required by the Recipient herein;
- (5) Failure of the Subrecipient to comply with the Recipient's corrective action plan respective to annual independent audits required by the Recipient herein;
- (6) Suspension or termination by IOCRA of the grant to the Recipient under which this Contract is made, or the portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary IOCRA directive, the Subrecipient may adjust its budget and recommend Contract amendments to the Recipient.
- (7) The Recipient may also terminate, assign or transfer this Agreement when required by IOCRA direction.

Community Connections for People with Disabilities Grant

B. The Subrecipient may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the Recipient, acted upon by the Recipient within ten (10) days of receipt of the notice of request to terminate. The decision of the Recipient shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

C. This Agreement may also be terminated by either the Recipient or the Subrecipient in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Recipient determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Recipient may terminate the award in its entirety.

14. **PROGRAM CLOSE-OUT:** In the event the Subrecipient does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Subrecipient and approved by the Recipient for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to the Subrecipient under this Agreement.

15. **USE AND REVERSION OF ASSETS:** The Subrecipient shall use all CDBG-assisted property acquired under this Agreement in accordance with 24 CFR 570.505 for a period of five (5) years following the date the IOCRA issued a "Certificate of Completion" to the Recipient respective to the Recipient's CDBG Program. Unless specified otherwise within this Agreement, at the conclusion, cancellation, assignment or termination of this Agreement, the disposition of assets under this Agreement shall be in compliance with 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505, as applicable, which include but are not limited to the following:

(1) Personal property and equipment acquired under this Agreement shall revert to the Recipient or disposition in compliance with 24 CFR 570.503., unless Subrecipient continues to carry out the same Program for which said property and equipment was acquired.

(2) Where there is a residual inventory of unused supplies in excess of \$5,000.00 in total aggregate fair market value in which the Subrecipient has vested title through acquisitions under this Agreement, and where there is no need for said supplies for any other federally sponsored programs or projects, the Subrecipient shall compensate the Recipient for its share in compliance with 24 CFR 570.502.

(3) The Subrecipient shall transfer to the Recipient any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(4) Real property under the Subrecipient's control that was acquired or improved in whole or in part with funds under this Contract in excess of \$25,000.00, unless otherwise specified in Scope of Services, Appendix I, shall be (a) used to meet one of the national objectives pursuant to 24 CFR 570.208 until five (5) years after the IOCRA issues a "Certificate of Completion" respective to the approved CDBG Program to the Recipient, or (b) disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Recipient shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).

(5) If so specified in Appendix I to this Agreement, the Subrecipient may retain CDBG-assisted real and personal property acquired under the Recipient's CDBG Program after the expiration of the five-year period covered by 24 CFR 570.503 and 24 CFR 570.505.

16. COMMUNITY DEVELOPMENT IDENTIFICATION IN PROJECT ACTIVITIES:

A. All buildings, offices, vehicles and other such property purchased, rehabilitated, or supported in whole or in part with funds made available under this Agreement shall identify the Program as a sponsor of the activity.

B. All pamphlets, brochures or other printed material prepared and/or distributed by the Subrecipient in connection with activities for which Community Development funding is provided under this Agreement shall identify the Program and IOCRA as sponsors of the activity by the inclusion of the following statement of all such material:

"This (brochure, pamphlet, etc.) was produced (in whole or in part) with the assistance of the Recipient of Community Connections for People with Disabilities Grant through federal funds made available by the Indiana Office of Community and Rural Affairs under Title I of the federal Housing and Community Development Act, as amended."

C. Failure to comply with A or B above shall result in a disallowance of all costs incurred for the activity.

17. COPYRIGHTS: If this Agreement results in a publication or other copyrightable material, the author may copyright the work, but the Recipient and IOCRA reserve royalty free, nonexclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

18. PATENTS: Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to IOCRA for determination by IOCRA as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

19. EQUAL OPPORTUNITY AND NONDISCRIMINATION: The Subrecipient agrees to comply with equal opportunity requirements applicable to Community Development Block Grant activities. Specifically, the Subrecipient agrees to comply with:

A. TITLE VI, CIVIL RIGHTS ACT OF 1964: which provides that no person in the United States shall on the grounds 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.

B. TITLE VIII, CIVIL RIGHTS ACT OF 1968: which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. The IOCRA (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.

C. SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1977: which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

D. AGE DISCRIMINATION ACT OF 1975: which provides that no person 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.

E. SECTION 504 OF THE REHABILITATION ACT OF 1973: which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

F. EXECUTIVE ORDER 11063: as amended by Executive Order 12259, which requires equal opportunity in housing and related facilities provided by federal financial assistance.

G. EXECUTIVE ORDER 11246: as amended by Executive Orders 11375 and 12086, which prohibit discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts.

H. SECTION 3, HOUSING AND URBAN DEVELOPMENT ACT OF 1968, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD/IOCRA-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in or are owned in substantial part by project area residents. In connection with its compliance with Section 3 and the Section 3 Clause set forth below, the Subrecipient shall insert in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement the Section 3 Clause which follows:

“The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.”

(1) The parties to this Agreement will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in Title 24

Code of Federal Regulations (24 CFR), and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

(2) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising the said labor organization or workers' representative of his 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.

(3) The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development under 24 CFR. The Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR.

I. AMERICANS WITH DISABILITIES ACT OF 1990: which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

20. OTHER REQUIREMENTS: Notwithstanding the Recipient's responsibilities with respect to the requirements listed below, the Subrecipient agrees to comply with the following requirements, when applicable:

A. NATIONAL PROGRAM FOR MINORITY BUSINESS ENTERPRISE. The Subrecipient agrees to comply with the provisions of Executive Order 11625.

B. RELOCATION AND ACQUISITION: The Subrecipient agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (42 U.S.C. 4601) and the regulations at 24 CFR 42, which may be amended from time to time.

C. ENVIRONMENT: The Subrecipient agrees to comply with the Clean Air Act (42 U.S.C. 1857, et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), and the provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) and the regulations pursuant to these acts, when applicable.

D. HISTORIC PRESERVATION: The Subrecipient agrees to comply with the National Historic Preservation Act (16 U.S.C. 470 et seq.) and regulations pursuant to it. The Subrecipient agrees to take into account the effect of the project for which Community Development funding is provided under this Agreement on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 36 CFR 60.6, to be eligible for inclusion in the National Register of Historic Places.

E. LABOR STANDARDS: When applicable, the Subrecipient agrees to comply with the provisions of 24 CFR 570.603 and related requirements which may be issued from time to time by the IOCRA. The Subrecipient shall include in all applicable construction contracts the provisions of federal law

imposing labor standards on federally assisted construction, including, but not limited to residential projects for use by eight (8) or more families.

F. ARCHITECTURAL BARRIERS: The Subrecipient agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151) when applicable and with handicapped access requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

G. CULTURAL ENVIRONMENT: The Subrecipient agrees to comply with the provisions of the Flood Disaster Act of 1973 (42 U.S.C. 4001, et seq.) and regulations pursuant to it.

21. PROHIBITIONS:

A. Prohibition Against Payments of Bonus or Commission: The assistance provided under this Agreement shall not be used in payment of any bonus or commission to obtain HUD or Recipient approval of the application for such assistance or for additional assistance, or any other approval or concurrence required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or IO CRA/ HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, rather than solicitation, are not prohibited if otherwise eligible as program costs.

B. Prohibition Against Kickbacks: The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) which prohibits kickbacks from public works employees.

C. Conflict of Interest:

(1) No member, officer, or employee of the Recipient, or its designees or agents, no member of the governing body of the Recipient of Community Connections for People with Disabilities Grant or the Subrecipient (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.

(2) The Subrecipient agrees that it will incorporate into every written contract the following provision:

"INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Program, and no one with whom they have family or business ties, has any personal financial benefit, direct or indirect in this Contract."

D. Political Activity Prohibited: None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any candidate for public office or for political activities.

E. Prohibition of, and Elimination of, Lead-Based Paint Hazard: Notwithstanding any other provision, the Subrecipient agrees to comply with the regulations set forth in 24 CFR 570.608 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

F. Prohibition of Assistance for Religious Activities and/or Organizations: None of the funds, materials, property or services provided under this Agreement may be used to promote religious activities or to assist religious organizations in promoting secular activities unless specifically allowed under 24 CFR 570.200(j).

G. Lobbying Prohibited: None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before Congress.

22. CERTIFICATION REGARDING LOBBYING: The undersigned representative of the Subrecipient certifies, to the best of his or her knowledge and belief, that:

A. 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 Subrecipient, 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 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 Subrecipient, 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 representative of the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned representative of the Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all subrecipients shall certify and disclose accordingly.

D. 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 31 U.S.C. 1352. 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.

23. COMPLIANCE WITH FEDERAL RULES AND REGULATIONS: The Subrecipient agrees to abide by all applicable federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the Recipient under Title I of the Housing and Community Development Act of 1974, is suspended or terminated.

24. COMPLIANCE WITH FEDERAL CDBG THIRD-PARTY CONTRACT PROVISIONS: The Subrecipient agrees to abide by all federal and IOCRA contract provisions in carrying out the subject CDBG Program. The Subrecipient agrees to incorporate into all third-party contracts undertaken by the Subrecipient involving CDBG funds the provisions provided herein as Appendix II.

25. CLAIMS AGAINST THE RECIPIENT: The Subrecipient agrees to defend, indemnify and save harmless the Recipient and the IOCRA from any and all claims of any nature whatsoever which may arise from the Subrecipient's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the Recipient, its officers, agents or employees. Refer to Section 26 below for requirements respective to disallowances of costs by IOCRA or HUD. The Subrecipient further agrees to include the Recipient and the IOCRA as co-insured parties under all policies of liability insurance maintained by the Subrecipient respective to the subject CDBG-funded Program.

26. DISALLOWANCES OF PROGRAM COSTS BY IOCRA OR HUD: The Subrecipient agrees to indemnify and save harmless the Recipient from disallowances by the IOCRA or HUD of program costs incurred by the Subrecipient which arise from the Subrecipient's performance of this Agreement due to the Subrecipient's failure to meet a national objective of the Community Development Block Grant (CDBG) Program pursuant to 24 CFR 570.200(a)(2), 24 CFR 570.208, and 24 CFR 570.483, or for failure to comply with CDBG/HUD regulations or IOCRA regulatory requirements as determined by the IOCRA or HUD. The

Subrecipient agrees to promptly repay the Recipient for all such disallowed costs incurred by the Subrecipient.

27. AGREEMENT CONTINGENT ON FUNDING: The validity of this Agreement is contingent upon the Recipient receiving a grant award from DDRS under the Community Connections for People with Disabilities grant program. This Agreement is rendered void should the Recipient not receive a grant award from DDRS under the Community Connections for People with Disabilities grant program.

IN WITNESS WHEREOF, the Recipient and the Subrecipient have executed this Agreement as of the date first above written.

EXECUTION/SIGNATORIES TO AGREEMENT PROVIDED ON SUCCEEDING PAGE

Community Connections

NAME OF SUBRECIPIENT:

ADEC, Inc.

BY: _____

**NAME OF CHIEF EXECUTIVE OFFICER OR
CHAIRMAN OF BOARD OF DIRECTORS**

SIGNATURE: _____

TITLE: _____

DATE: _____

ATTEST:

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF RECIPIENT: City of Goshen, Indiana

BY: Mayor Jeremy P. Stutsman

**NAME OF CHIEF ELECTED OFFICIAL OR
OR PRESIDENT OF LEGISLATIVE BODY**

SIGNATURE: _____

DATE: December 28, 2020

ATTEST:

DATE: December 28, 2020

RECIPIENT'S ATTORNEY

APPROVED BY THE INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS:

BY: _____

CDBG Program Director

DATE: _____

APPENDIX I

REFERENCE/GOVERNING REGULATIONS: 24 CFR 570.503

1. STATEMENT OF WORK TO BE PERFORMED BY SUBRECIPIENT [24 CFR 570.503(b)(1)]:

A. DESCRIPTION OF WORK TO BE PERFORMED:

ADEC Inc. will provide professional consulting services and project oversight to ensure that the project meets the needs of adults with disabilities. ADEC Inc. will also work with individuals with disabilities to develop content for the app that will be used on the sensory trail.

B. PROPERTY ADDRESS AND PARCEL NUMBER OF FACILITY TO BE ASSISTED:

We anticipate locations to be the Trail from Oakridge Cemetery through Allan Kauffman Park and then to Abshire Park, Parcels 11-04-353-001-015, 11-04-353-002-015,, 11-04-354-001-015, 11-09-127-001-015, 11-09-128-001-015, 11-09-128-013-015, 11-09-212-023-015, 11-09-212-024-015, 11-09-212-023-015, 11-09-213-016-015, 11-09-213-014-015, 11-09-277-038-015, 11-10-161-001-015, 11-10-161-001-015, 11-10-303-002-015, 11-10-306-003-015, 11-10-327-007-015, 11-10-332-003-015, 11-10-332-002-015, 11-10-401-002-015, 11-10-254-004-015, 11-10-255-005-015, 11-10-255-006-015, Millrace trail from the Powerhouse to the Goshen Dam, 11-09-411-002-015, 11-09-451-002-015, 11-09-455-001-015, 11-16-126-001-015, 11-16-177-001-015, 11-16-252-001-015, 11-16-401-001-015, 11-21-227-001-015, 11-21-201-002-015, 20-11-21-252-001, Goshen City property and trails off Fair Oaks Drive.

C. SERVICE AREA OF CDBG PROGRAM:

City of Goshen, Indiana

D. SCHEDULE FOR COMPLETION OF WORK/PROJECT TIMETABLE:

March - August 2021 – Provide input on app and trail development, work with individuals with disabilities to create content for app (music, trail information, etc..)
 September – Final Project walkthrough & Punch list for corrections, Community Celebration
 October 30, 2021 - Final Project Report

E. TARGETED GOALS OF SUBRECIPIENT:

ADEC Inc. will provide professional direction to ensure that the trail delivers the fullest experience to the smells, sounds and textures of nature to release stress, improve motor skills, balance and spatial awareness for persons with disabilities. ADEC Inc. will participate in content creation (minimum of five songs or readings), including working with persons with disabilities in content creation and incorporating their suggestions to improve the trail and app experience.

F. PROGRAM BUDGET (ATTACH ADDITIONAL SHEETS IF NEEDED):

| Expense Origination | Description | Quantity for Reimbursement | Per Unit Cost | Total Expense Reimbursed | Comments or Additional Description |
|--------------------------|---------------------------------|----------------------------|---------------|--------------------------|---|
| ADEC Inc. Expenses | Program Oversight | 55 | 43.12 | 2371.6 | Coordinating therapist work with City of Goshen, providing reports |
| ADEC Inc. Expenses | Music & Recreational Therapists | 189 | 43.12 | 8149.68 | Working with persons with disabilities to generate content, reviewing other content, research and consultation on physical trail development. |
| Total ADEC Inc. Expenses | | | | 10521.28 | |

2. RECORDS AND REPORTS TO BE FURNISHED BY SUBRECIPIENT [24 CFR 570.503(b)(2)]:

Refer to Sections 9, 10 and 11 of this Agreement between Recipient and Subrecipient. Additional recording and reporting requirements will include the following:

Parties may need to execute CDBG lien and restrictive covenant agreement (see paragraph 10).

3. FEDERAL CDBG PROGRAM INCOME RECEIVED BY SUBRECIPIENT [24 CFR 570.503(b)(3)]:

Pursuant to 24 CFR 570.504, the Subrecipient shall do one (1) of the following respective to all CDBG Program Income received resulting from operation of CDBG-assisted Program facilities and assets:

- A. n/a Return all such Program Income to the Recipient; or,
 - B. n/a Retain all such Program Income generated by the Subrecipient and Subrecipient shall expend all such Program Income for the following activities, approved by the Recipient and IOCRA in writing:
-

CoCommunity Connections for People with Disabilities Grant

Recipient and Subrecipient agree that all CDBG Program Income shall be expended prior to drawing any additional CDBG funds from the IOCRA for Program-related expenses.

Recipient and Subrecipient further agree that in the event of reversion of CDBG-assisted facilities and assets to Recipient upon the expiration of this Agreement, or if received after the expiration of this Agreement, all CDBG Program Income shall be paid to the Recipient as required by 24 CFR 570.503(b)(7).

4. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS [24 CFR 570.503(b)(4)]:

The Subrecipient shall comply with all applicable federal CDBG Uniform Administrative Requirements as described in Section 9 of this Agreement and other requirements set forth in 24 CFR 570.502.

5. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS [24 CFR 570.503(b)(5)]:

The Subrecipient shall comply with all applicable federal laws and regulations set forth under the following CDBG-related regulatory provisions:

- A. 24 CFR 570.601: Affirmatively furthering fair housing (Executive Order 11063)
- B. 24 CFR 570.602: Section 109 of the Housing and Community Development Act of 1977
- C. 24 CFR 570.603: Federal Labor Standards compliance requirements
- D. 24 CFR 570.604: Environmental standards
- E. 24 CFR 570.605: National Flood Insurance Program
- F. 24 CFR 570.606: Displacement, acquisition and relocation requirements
- G. 24 CFR 570.607: Section 3 of the Housing and Community Development Act of 1968
- H. 24 CFR 570.608: Compliance with lead-based paint requirements
- I. 24 CFR 570.609: Prohibition of use of suspended and debarred contractors and subrecipients
- J. 24 CFR 570.610 : Compliance with Uniform Administrative Requirements (24 CFR 570.202)
- K. 24 CFR 570.611: Compliance with Conflict of Interest requirements (24 CFR 570.611)
- L. 24 CFR 570.612: Compliance with Executive Order 12372

- M. 24 CFR 570.613: Eligibility requirements of certain resident aliens
- N. 24 CFR 570.614: Compliance with the Architectural Barriers Act and Americans With Disabilities Act

The Recipient shall be responsible for carrying out regulatory requirements respective to environmental responsibilities described at 24 CFR 570.604 and the Recipient shall have the responsibility for initiating the environmental review process as is required by 24 CFR Part 58.

6. SUSPENSION AND TERMINATION PROVISIONS [24 CFR 570.503(b)(6)]:

As set forth in Section 13 of this Agreement and in accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of the CDBG award to Recipient from IOCRA; further, the Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

7. USE AND REVERSION OF ASSETS [24 CFR 570.503(b)(7)]:

- A. Upon expiration of this Agreement, the Subrecipient shall transfer to the Recipient any CDBG funds on hand and any CDBG-related accounts receivable.
- B. All CDBG-assisted real and personal property under control of Subrecipient shall be used to meet the prescribed CDBG national objective applicable to the CDBG award to the Recipient by until five (5) years after the date a "Certificate of Completion" is issued by IOCRA respective to this project.
- C. In the event the Subrecipient fails to use the CDBG-assisted real and personal property in a manner which meets the prescribed CDBG national objective, the Subrecipient shall pay the Recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property.
- D. No payment by Subrecipient to Recipient as set forth in Section 7C above is required after the expiration of the period of time set forth in Section 7B above. Further, unless otherwise specified within this Agreement, the Subrecipient may retain the CDBG-assisted facilities and assets after the expiration of the five-year period cited in Section 7B above.

APPENDIX II

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees, that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504

of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.

(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in 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. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;
- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above 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.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Services Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
- b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,
- d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland “Anti-Kick Back” Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency’s List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana’s energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

APPENDIX III

Insert Sub-Recipient Lien and Restrictive Covenant Agreement when required.



**Legal Department
CITY OF GOSHEN**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

To: The Board of Public Works & Safety
From: Bodie J. Stegelmann
Date: December 23, 2020
Re: Goshen City Court – Agreement with Elkhart Legal Aid Services, Inc.

The City entered into an Agreement with Elkhart Legal Aid Services Inc. on January 19, 2012 to provide public defender services to Goshen City Court. The City has been operating under that agreement, and extensions thereto, since 2012. The City desires to enter a new agreement for a term from January 1, 2021, to December 31, 2021, at an hourly rate of \$65.

Suggested Motion: Move to approve the Agreement with Elkhart Legal Aid Services, Inc. for public defender services in Goshen City Court for the calendar year 2021 pursuant to the terms and conditions of the proposed agreement.

AGREEMENT

Public Defender Services

THIS AGREEMENT is entered into on this ____ day of December, 2020, between Elkhart Legal Aid Services, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, Goshen City Court requires the services of public defender assistance in Goshen City Court.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to provide public defender assistance to criminal defendants in Goshen City Court.

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

SCOPE OF SERVICES

Contractor’s services under this Agreement consist of public defender assistance to criminal defendants in Goshen City Court.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its services is an important element of this Agreement. Contractor shall perform all services as expeditiously as is consistent with professional skill, ethics, and care in the orderly provision of public defender services.

All services included in this Agreement shall begin as soon as practical after receiving a notice to proceed from the City and shall be continued to December 31, 2021. Upon written approval of the contracting parties, this Agreement may be renewed for two (2) additional one (1) year terms under the same terms and conditions.

COMPENSATION

The City agrees to compensate Contractor for the above services at an hourly rate of Sixty-five Dollars (\$65.00) per hour.

Payment(s) to Contractor for services rendered under this agreement shall be made by the City for services completed provided satisfactory performance of Contractor has been attained, and Contractor submits an itemized, monthly statement for services provided in a form that is acceptable to the Judge of Goshen City Court. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City’s receipt of the detailed invoice from Contractor and approval of the Judge of Goshen City Court. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Contractor, when performing services under this Agreement shall be deemed an independent contractor and operate as a separate entity from the City of Goshen. The City shall be in no way responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

NON-DISCRIMINATION

Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement. Breach of this covenant may be regarded as a material breach of contract.

INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties, injuries or accidental deaths arising out of any act or omission by Contractor or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to reason of insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing services, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Agreement with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer's Liability: Statutory Limits

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence such as natural disaster or decrees of governmental bodies not the fault of the affected parties.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds fourteen (14) calendar days, the party whose ability to perform has not been so affected may, by giving written notice, terminate the Agreement and the other party shall have no recourse.

BREACH

It shall be mutually agreed that if Contractor fails to perform, provide services or comply in accordance with the provisions of this Agreement, and Contractor is not able to correct the breach within ten (10) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the project. If such provisions are made by the City, Contractor shall be responsible for any and all costs that may be incurred for such services, and such amounts shall be deducted from amounts owed to Contractor. If the costs for such services exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

Any legal action against Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the time the defect should have been discovered.

TERMINATION

This Agreement may be terminated, in whole or in part, for a material breach of this Agreement by either party at the election of the non-breaching party after giving written notice of the breach to the breaching party. If the breach is not cured within ten (10) calendar days after receipt of written notice of such breach, the non-breaching party may terminate the contract. This Agreement may also be terminated at any time by mutual consent of both parties.

ASSIGNMENT

Neither the City nor Contractor shall subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from the other. Any attempt by either party to subcontract or assign any portion of the Agreement shall not be construed to relieve that party from any responsibility to fulfill its obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of services, completion of services and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the Board of Public Works and Safety services. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:
City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor:
Elkhart Legal Aid Services, Inc.
Attention: Douglas A. Mulvaney
401 S. Second Street
Elkhart, IN 46516

and

City of Goshen
Attention: Goshen City Court
111 East Jefferson Street
Goshen, IN 46528

APPLICABLE LAWS

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of the Agreement through the E-Verify Program as defined in I.C. § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

The City may terminate the Agreement if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on this ____ day of December, 2020.

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

Elkhart Legal Aid Services, Inc.

Jeremy P. Stutsman, Mayor

Douglas A. Mulvaney, President

Michael Landis

Mary Nichols, Member



CITY OF GOSHEN LEGAL DEPARTMENT

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

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December 28, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Agreement with New Avenues Inc.

Attached for the Board's approval and authorization for the Mayor to execute is an agreement with New Avenues Inc. to again provide the City an employee assistance program for 2021. The City will pay New Avenues based on the "EAP A La Carte Service" set forth in Exhibit A of the agreement which includes an administrative fee of \$140 per month. (The administrative fee was the same for 2020.) Additional costs in Exhibit A are based on the specific service utilized.

Suggested Motion:

Move to approve and authorize the Mayor to execute the Agreement with New Avenues Inc. to provide an employee assistance program.



Contract for:

City of Goshen

Employee Assistance Program (EAP)

A la Carte Contract

Length of Contract:

January 1, 2021 – December 31, 2021

I. Overview

New Avenues will arrange for the delivery of Employee Assistance Program services to all employees and their dependents as indicated in the Definition of Eligibility addendum during the term of this Agreement with City of Goshen hereinafter to be referred as “the Company.” New Avenues will provide employee assistance services as agreed to in Exhibit A and hereinafter described. New Avenues will arrange for such services to be provided by duly trained and qualified professionals in accordance with generally recognized treatment standards.

II. Location and Service Access Information

Our corporate office address is P.O. Box 360, South Bend, Indiana 46624. Our corporate office location is 300 South St. Louis Boulevard, Suite 200, South Bend, Indiana 46617. New Avenues manages a network of EAP Providers across the state of Indiana and nationwide to provide service to your employees.

- A. Any employee or immediate family member may be seen in any of our network offices near their home or workplace.
- B. Hours of Operation for corporate office and member services include: 8:30 a.m. to 5:00 p.m., Monday through Thursday; 8:30 a.m. to 4:30 p.m., Friday (Eastern Standard Time or Eastern Daylight Savings Time during the appropriate times of the year). Our on-call clinical staff is available for immediate or emergency situations 24 hours per day including weekends and holidays.
- C. A toll-free telephone number will be provided to all employees for easy EAP access.

III. Access Procedure and Orientation Service

- A. Members can access their EAP services by calling New Avenues and speaking to a Member Services Specialist who will obtain necessary account information and information of the member’s counseling needs. A Care Manager (Master’s level mental health counselor) is available for members to consult when dealing with higher risk and emergency needs. The member will then be informed how counseling services will proceed. New Avenues will make a reasonable attempt to select an EAP provider that can provide continuity of care with the member’s health plan if needed.
- B. Members of our professional staff will meet with all employees setup at the Company’s request, in groups, at your sites for approximately 30 minutes to orient them to the program, including how to self-refer, stress confidentiality, and normalize problems so that persons will feel comfortable making appointments. We suggest group sizes of approximately 35-40 employees at a time.
- C. We will provide you with a draft introductory letter announcing the EAP, to be mailed by you to the home of each employee introducing the EAP program.

IV. Scope of EAP Services

- A. Short Term Counseling Program. We will provide annually a number of EAP visits per employee family or per employee and each family member as determined by the Company (refer to addendum: Definition of EAP Eligibility). Employees and eligible family members will have access to Structured Telephonic Counseling via the New Avenues website NewAvenuesOnLine.com. We will provide these services as agreed upon in Exhibit A.

The scope of the Employee Assistance Program covers the following Individual, Family and Marital short term counseling needs, but is not limited to:

- ❖ Stress
- ❖ Anger management
- ❖ Parenting concerns
- ❖ Emotional problems (i.e. depression, anxiety, obsessive-compulsive disorders, etc.)
- ❖ Alcohol/drug use or abuse
- ❖ Child/adolescent needs
- ❖ Communication problems
- ❖ Grief or trauma issues
- ❖ Conflict Resolutions Service
- ❖ Marital and partner concerns
- ❖ Aging parent issues
- ❖ Adjustment problems related to health conditions
- ❖ Occupational or career concerns
- ❖ Problems at work
- ❖ Employee or managerial coaching

The EAP short term counseling can also provide assessment of needs, and referral assistance for additional behavioral health needs such as psychological testing, referral for physician evaluation, more intense level of care or extended counseling.

Financial Assistance – Referral

New Avenues has partnered with GreenPath Debt Management Solutions and may refer members to GreenPath for their free Credit Counseling and Debt Counseling services. GreenPath is a premier credit counseling agency and is accredited by COA, Council on Accreditation and is a member with the following organization: National Foundation for Credit Counseling, NFCC, Financial Counseling Association of America-FCAA, U.S. Department of Housing and Urban Development-Approved housing counseling agency, and U.S. Department of Justice-Approved provider of bankruptcy counseling and education.

GreenPath Services beyond the free counseling sessions may have fees associated with them. Employees would be responsible for any services that would require a

payment. Such as Debt Management Program, Student Loan Counseling, Bankruptcy Counseling, Homebuyer Counseling Program.

The EAP counseling services do not include:

- ❖ Reports for courts for any court ordered counseling or treatment
- ❖ Visitation or custody studies
- ❖ Inpatient, Intensive outpatient services or partial hospitalization
- ❖ Physician services
- ❖ Psychological testing for clinical, educational, occupational, medical reasons
- ❖ Extended counseling
- ❖ Drug/alcohol classes, educational or wellness programs
- ❖ Drug testing or other lab/pharmacy benefits
- ❖ Fitness for Duty Evaluations
- ❖ Risk Assessments
- ❖ Services under COBRA

We would anticipate that the limited number of visits would resolve the majority of the problems. When/if, the provider recommends extended treatment and all available EAP sessions have been used; the client may continue with the EAP counselor or another provider if they wish, at their own expense or with whatever other insurance coverage applies. The EAP counselor also may recommend additional services such as physician evaluation or psychological testing that will be subject to the individual's personal expense or health plan. The employee is under no obligation to use the EAP program prior to accessing their health plan or as a condition of accessing their health plan benefits.

- B. Supervisory Orientation Training. In addition to employee orientation sessions (see Sec. III B). EAP supervisory orientation training is available for your designated supervisors. The focus of the training will be how to make “disciplinary referrals” and “concerned supervisory referrals.” It will include information on “knowing when to refer” and “how to refer” and how to keep New Avenues informed of when a referral has been made. We will provide these services as agreed upon in Exhibit A.
- C. Trainings/ Workshops/ Seminars. New Avenues provides a variety of additional services that can improve departmental and organizational performance. Trainings, workshops and seminars may be purchased on an as needed basis. Staff is available for consultation with the Company's human resources representatives or supervisors who may call us and request assistance in choosing and/or designing special trainings. Trainings include, but are not limited to, Stress Management, Respect in the Workplace, Harassment, and Reasonable Suspicion Programs. For a list of offerings, see the current Training Catalog. We will provide these services as agreed upon in Exhibit A.

- D. Telephonic & Onsite Consultation/ Mediation/ Conflict Resolution. Staff are available for telephonic consultation with the Company's human resources representatives or supervisors who may call us and request assistance in how to talk with a particular employee, when a referral is needed, or for any other consultation about an employee that the Company and New Avenues deems appropriate. Onsite consultations, mediation, and conflict resolution may be purchased on an as needed basis. We will provide these services as agreed upon in Exhibit A.
- E. Focus On Success Management Referral Program. The New Avenues Focus On Success Management Referral Program is designed to address the employee who has demonstrated significant or chronic performance problems, violation of work rules, violence or threatened violence, anger management problems, or troubled behavior. We will provide these services as agreed upon in Exhibit A. Services provided may include:
- ❖ Consultation with the employer
 - ❖ All necessary forms and consents
 - ❖ Referral, case management, provider communication, and oversight of the counseling by a New Avenues Senior Care Manager
 - ❖ Monthly compliance reports from New Avenues to the Company for up to three months

The monthly reports provide the employer with information as to the employee's attendance, compliance with recommendations, and overall motivation/cooperation. No personal or medical information is released without the patient's written consent. (Medical information includes, but is not limited to diagnosis, results of tests, and counseling notes.)

Referral to the EAP Focus On Success Management Referral Program may be a part of the employer's policies. However, the employee must voluntarily accept terms of participation. The terms of participation include signing an Authorization for Release of Information, attending sessions, cooperating with recommendations for treatment, acceptance of financial responsibility for treatment beyond sessions allowed in this agreement (including but not limited to counseling, group sessions, intensive outpatient programs, further psychiatric evaluation or psychological testing, drug/alcohol tests, classes). These services may be covered by the individual's health insurance benefit, but coverage is not guaranteed.

New Avenues acts solely in the role of facilitating referrals and communication regarding management referrals. New Avenues acts as a neutral, objective third party to arrange professional services appropriate to the referral, and shall serve as an intermediary between the Provider and the Company by communicating reports subject to the scope of the Authorization for Release of Information. New Avenues does not assume responsibility and the Company agrees it will not hold New Avenues responsible for the findings, assessment, treatment recommendation(s), treatment, outcomes, determinations, or any other actions or inactions taken by the

Provider of the EAP services. The Company further agrees that New Avenues is not responsible and the Company will not hold it responsible for any action(s) taken by the Company as a result of the EAP referral and Provider reports.

When requested by the Company and consented to by the employee, New Avenues will monitor the employee's progress at least monthly (if applicable) by obtaining progress reports from the Provider(s) who are involved in the recommended behavioral health treatment. New Avenues will also communicate with the Company regarding the employee's compliance with treatment, subject to the scope of the authorization on record.

Drug/Alcohol tests are not provided by New Avenues, but they may be indicated during assessment or treatment at the recommendation or requirement of the Provider, and become the financial responsibility of the employee. Drug/alcohol tests as part of random testing, return to work policies, or post-incident monitoring are at the discretion of the employer, subject to the employer's policies and expense, and shall occur at the employer's designated labs or designated occupational health physician sites. Drug/alcohol testing that occurs as part of treatment is considered part of the medical record; results are not revealed without the patient's written consent. Testing that takes place at the Provider's site or Provider's designated sites, as part of assessment or treatment shall be the patient's financial responsibility. An employee's failure to participate in the Provider's requirements for interval testing or repeated positive results may be considered by the Provider as non-compliance and reported by New Avenues as such.

- F. Critical Incident Response. Critical Incident Response professional services usually involve 1-3 hours of a counselor coming to the worksite to facilitate a discussion. The debriefing is a structured approach to assisting employees who have just experienced a serious traumatic or loss event that has occurred at the workplace or to a valuable fellow employee. New Avenues has responded to a wide range of events. Traumatic events include serious industrial/work related accidents, sudden death of an employee, robberies, violent episodes, or experiencing a catastrophic event such as a fire. Our response will be timely and at your site. We will provide these services as agreed upon in Exhibit A.

- G. Fitness-for-Duty. A fitness-for-duty evaluation is a medical evaluation, requested by an employer, to determine if a current employee is or is not able to perform essential job functions at the work setting because of psychological or psychiatric problems. Upon request, New Avenues acts as a neutral, objective third party to arrange professional services appropriate to the referral, and shall serve as an intermediary between the Professional Evaluator and the Company by communicating reports subject to the scope of the Authorization for Release of Information. Professionals conducting fitness-for-duty evaluations and risk assessments are required to maintain a position of neutrality, objectivity, and advocate for neither the employer nor the employee. At the Company's request, New Avenues will arrange an assessment with a psychologist or psychiatrist to make an evaluation as to the employee's ability to perform his/her work duties, the

existence of psychological difficulties that may interfere with an employee's ability to perform his/her essential job duties, or for assessment of risk for harm to self or others, dangerousness, and/or the probability of recurrence of incidents related to work performance. In order to maximize the impartiality and objectivity, New Avenues has adopted a standard not to arrange evaluations with a practitioner who has acted as a treating provider to the employee (if applicable), and secondly, employees generally will not be referred to the Evaluator for follow-up treatment.

In order to conduct our role and meet confidentiality standards, the Company will need to obtain from the employee at the time of the referral an Authorization for Release of Information for the exchange of information between the Professional Evaluator and New Avenues and an Authorization for Release of Information for the exchange of information between the Provider and the Company.

New Avenues acts solely in the role of facilitating referrals and communication regarding a fitness-for-duty referral(s). The Company is solely responsible for any actions taken or decisions made regarding the employee's status for returning to work, accommodation, and conditions of employment or employment actions. New Avenues does not assume responsibility and the Company agrees it will not hold New Avenues responsible for the findings, assessment, treatment recommendation(s), treatment, outcomes, determinations, or any other actions or inactions taken by the Provider performing the fitness-for-duty assessment. The Company further agrees that New Avenues is not responsible and will not hold it responsible for any action(s) taken by the Company as a result of the Evaluator's report.

The professional fees for the fitness-for-duty assessments vary in price depending on the professional and the need for psychological testing, etc. Such evaluations are typically the financial responsibility of the employer unless the employer expects the employee to accept financial responsibility for such testing. Many of these evaluations may be covered through the employee's insurance program. We will provide these services as agreed upon in Exhibit A.

- H. Work-Life Services. New Avenues will provide access to the New Avenues Work-Life Resource Center web based program via our website at www.NewAvenuesOnline.com. We will provide these services as agreed upon in Exhibit A. The fee for The Work-Life Program is addressed in Section XII and consists of the following services.

Fundamental Web

- ▶ Web based online program for information, interactive assessments, articles on variety of health, wellness, family life and work related areas,
- ▶ News for You is a resource that provides topical information for catastrophic emergency situations i.e. Katrina, Colorado Wild Fires.
- ▶ CareSpace is an online community for people caring for an older loved one to learn, share and support one another
- ▶ Savings Center is a place where individuals can sign up for savings of up to 25% on thousands of types merchandise
- ▶ Tax Act is a web based tool for free federal tax preparation
- ▶ Skill Builders in work place and interpersonal topics
- ▶ Live Well Health tools, tips and resources: information, lifestyle self-assessments, videos
- ▶ Searchable databases for schools, pet sitters, and volunteer opportunities.

Complete Web

Includes the Fundamental Web plus the following:

- ▶ Child/eldercare and educational resources listed on web
- ▶ Searchable databases for camps, older adult and adoption
- ▶ Relocation Center provides information on a community such as lists of schools, hospitals, and place of worship. It provides statistics on housing costs, types of housing, average age, income and more
- ▶ Learning Center helps you improve your mental and physical health; along with relationships at school, work and home. Information and interactive tools
- ▶ Webinars are monthly training seminars on a variety of topics from teens to financial planning

Legal/Financial/ID Recovery

Includes Fundamentals Web w/legal forms and calculators, plus the following:

- ▶ Financial Assist Online information and telephonic consultation on budgeting, debt management, day-to-day financial planning, retirement planning, bankruptcy, first time home buyers, prevention of home foreclosure
- ▶ Legal Assist: Online information and in person or telephonic consultation for 30 minutes with network attorney, at no charge, and 25% discounts on fees for future visits
- ▶ Integrated ID Recovery consultation with a skilled ID Theft Resolution Specialist who provides caller with tools to implement a resolution

Full Work-Life Resource & Referral Program

Includes Complete Web, Telephonic Resource & Referral services for Work-Life (child/elder/daily living resource & referrals) and Legal/Financial/ID Recovery, plus the following:

- ▶ Live Connect Assistance is available on the web to connect immediately with a care consultant so they can assist the caller in identifying child and elder care, information on parenting, prenatal care, daily living assistance, wellness services, and more.
- ▶ Assisted Search is an online form on the website where an employee requests a child or adult/elder care or daily living search be completed by a care consultant
- ▶ Telephonic Access to consultants who will assist in finding resources for child or elder care services, daily living services such as entertainment, travel, pet services, home repair, moving and legal/financial/id recovery.

- I. Consultation of Department of Transportation (DOT) Substance Abuse Regulation. New Avenues can help the employer with several components of complying with the U.S. Department of Transportation requirements. The New Avenues staff can arrange training online or at the site with professionals who are experienced in training supervisors for DOT purposes including training on reasonable suspicion. We also can provide the human resource officer or other Company representative with a list of Substance Abuse Professionals (known as “SAP’s”) who have a recognized certification of qualification to conduct assessments under DOT regulations. This list may be given to human resource representatives or other Company representatives to assist employees who have tested positive for DOT drug/alcohol testing and who then are responsible to pursue assessment and/or treatment under the DOT regulations prior to returning to work. Costs of treatment, educational programs, Intensive Outpatient Treatment Programs, and self-help community groups are typically at the employee’s expense.

It should be noted that New Avenues, as an employee assistance program, cannot conduct the DOT assessment, perform the monitoring duties, or be the intermediary between the employer and the SAP. DOT regulations stipulate that the assessment and monitoring of compliance, as well as advisement of readiness to return to work must come directly from the SAP to the employer. DOT consultation to the employer (as described above) is at no charge. DOT training for supervisors will be billed at the workshop level dependent on the speaker’s fees.

V. Communications Program

- A. In order to promote and further educate your employees about EAP services, New Avenues has the following available:
- ❖ EAP educational posters will be supplied monthly for display in all employee common areas to keep the program in view.

- ❖ Wellness articles are available for your newsletter or inserts for mailing to promote the program.
 - ❖ We have an extensive list of possible workshops for employees and managers that we can provide for an additional fee.
 - ❖ New Avenues wallet cards and introductory EAP brochures customized with your logo.
 - ❖ Electronic Employee Newsletter
 - ❖ EAP Introductory letter
- B. New Avenues Work-Life Resource Center – web-based employee and employer resource center available via our New Avenues website at www.NewAvenuesOnline.com.

VI. Reports

- A. A Utilization Report summarizing program usage will be provided as described in Exhibit A and includes the following information:
- ❖ Number of employees or dependents calling for EAP services
 - ❖ Number of EAP visits authorized by New Avenues
 - ❖ Number of new employees or dependents using the EAP as verified by claim
 - ❖ Number of EAP visits used as verified by claims
 - ❖ Annual Projected Utilization
 - ❖ Current Utilization, YTD
- B. The Client Satisfaction Report will provide you with survey results annually. These anonymous results are gathered from employees or their family members following their counseling services.

VII. Audit

You have the right to retain an independent audit firm (to ensure compliance with employee confidentiality) to audit your utilization results.

VIII. Professional Liability Insurance

New Avenues' staff is covered by a \$1,000,000/\$3,000,000 professional liability policy. New Avenues shall maintain such malpractice liability insurance for New Avenues and its employees that covers all services to be provided by New Avenues under this contract. New Avenues will use its best efforts to require any subcontractors, including all professionals providing services under this Agreement, to maintain such professional liability insurance for themselves.

IX. Confidentiality

New Avenues shall keep confidential all information or data regarding the Company's operations including, but not limited to, operating results and methods of operation that

may be made known to New Avenues in the course of its performance of services under this contract.

New Avenues' Privacy Policy for client services is that the EAP will not provide information about a client using the service to anyone outside of the EAP without the client's written authorization unless we are required to by law including without limitation:

- ❖ When the client has made a serious threat of harm to themselves (i.e. suicide),
- ❖ When the client has made a serious threat of harm against another person,
- ❖ When there is suspicion of abuse or neglect of a child, elderly or disabled person.

New Avenues has policies and procedures that, to the greatest extent possible, conform to the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). In addition, treating providers may be subject to the privacy and security requirements of HIPAA. As a result, your access to information about our clients is substantially limited.

A client's participation in the EAP is confidential; the employer will not receive the client's name or any information that would identify the client unless the client gives written consent. Each client will be asked to sign a New Avenues' EAP "Statement of Understanding" which will explain our privacy policy.

Since maintaining confidentiality, a professional responsibility of New Avenues, is the basis for employees' trust and future use of our services, and since utilization of this program is in the Company's best interest, we will only supply you with client names when we have a signed "Authorization and Consent to Release Information" form. Without such a release our policy states there will be no disclosures, except as required by law.

X. Limitation of Liability

New Avenues shall defend, indemnify, and hold harmless the Company, its officers, agents and employees against all damages, claims or liabilities, and expenses (including attorney's fees) arising out of or resulting in any way from New Avenues' performance of services under this contract (subject to the limitations set forth in the various sections of this contract) or from any act or omission of New Avenues or its employees. This indemnification shall not apply to any damages, claims, liabilities or expenses resulting from any negligent, reckless or intentional act or omission of the Company to the extent such act or omission is responsible for damages, claims, liabilities or expenses incurred.

XI. Program Cost

- A. The charge for the EAP A La Carte program is based on a retainer for service fee and optional programs as described in Exhibit A are paid for as utilized by the Company. Administrative fee is based on projected employee and family member utilization per year.
- B. New Avenues Work-Life Resource Center services:

1. Fundamental Web Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A.
2. Complete Web Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).
3. Legal/Financial/ID Recovery Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).
4. Full Work-Life Resource & Referral Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).

XII. Payment

- A. All monthly payments, including the first month of service delivery, must be received in advance prior to the first day of each month based on your actual number of employees.
- B. It is necessary for New Avenues to receive, no later than the 15th of each month, a current file of the Company's employee roster to provide accurate eligibility information to employees who call for services.

XIII. Renewal and Termination

This Agreement will become effective when signed by the Company and accepted by New Avenues (the "Effective Date"). Unless terminated for cause (as provided below), this Agreement will continue for an initial term (the "Initial Term") of one year beginning with the Effective Date.

If the Company or New Avenues choose not to renew this contract at the end of the contract year, or if either wishes to renegotiate any of its provisions, that party will provide to the other party at its corporate address, 90 days in advance of contract expiration, written notice of such intentions.

Notwithstanding the foregoing, if either party breaches a material obligation of this Agreement and fails to correct such breach within thirty (30) days after receiving written notice of the breach, then the other party shall have the immediate right to terminate this Agreement upon written notice.

The Company's obligation to pay all charges that have accrued prior to termination will survive any termination of this Agreement.

In addition, upon termination of this Agreement, New Avenues will not be responsible for maintaining copies of records relating to the provision of services under this Agreement. New Avenues may dispose of the Company's records and data unless previously directed in writing by the Company. The Company will reimburse New Avenues for the cost of

producing any information in New Avenue's possession or control relating to services provided under this Agreement.

XIV. Amendment

The parties may amend this Agreement at any time upon mutual agreements; provided, however, that any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. In the event of a change in Federal or state laws or regulations affecting the services provided under this Agreement, New Avenues may amend this Agreement upon thirty (30) days prior written notice to the Company. In addition, after the Initial Term, New Avenues may increase its fees upon thirty (30) days written notice to the Company. Upon notification of an amendment to this Agreement or a change in fees, the Company may terminate this Agreement upon thirty (30) days prior written notice to New Avenues.

XV. Intellectual Property

All materials, including but not limited to forms, brochures, posters and on-line content ("Materials") furnished by New Avenues to the Company are granted pursuant to a personal, non-transferable and non-exclusive license to use the materials solely for the Company's performance of its obligations under this Agreement or to facilitate New Avenue's performance of its obligations under this Agreement. The Company shall not have the right to copy, distribute, reproduce, alter, display, or use the Materials or any New Avenues trademarks for any other purpose. The Company agrees that it will keep the Materials confidential and will use commercially reasonable efforts to protect the contents of Materials from unauthorized use. The license to use the Materials shall end upon termination of this Agreement. Upon termination of this Agreement, the Company shall destroy the Materials or, if requested by New Avenues, return them to New Avenues.

XVI. Notices

All notices, requests and communications to either party, related to this Agreement or significant changes effecting the implementation of this Agreement, or scope and service, shall be in writing (including faxes or similar writing) and shall be given to the party at its respective address identified on the signature page of this Agreement or to such other address or fax number as either party may hereafter specify by notice to the other party. Each notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a business day, then the notice shall be deemed to have been received on the next succeeding business day.

XVII. General Provisions

- A. This Agreement and the parties' rights and obligations shall be governed and construed pursuant to the laws of the State of Indiana. The Company consents to be subject to the jurisdiction of the state or federal courts located in Indiana.

New Avenues, Inc. utilizes the U.S. Department of Homeland Security's E-Verify program for the purposes of determining the employment eligibility status of all new employees.

- B. Neither company may assign this Agreement without New Avenues' prior written consent, which consent shall not be unreasonably withheld.
- C. No action under this Agreement may be brought by the Company more than two years after the cause of action has accrued.
- D. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous Agreements and understandings regarding the subject matter hereof, whether written or verbal.

XVIII. Rules of Construction

For ease of reference, in this Agreement:

- A. The word “will” may be used as a substitute for the word “shall” but nonetheless is intended to be mandatory.
- B. “We,” “us” or “our” may be used to refer to New Avenues.
- C. “You” or “Your” may be used to refer to the Company.

The following parties agree to the above terms of this contract and the contract is to be in full force and in effect on **January 1, 2021**.

ACCEPTED:

ACCEPTED:



Mary Kowalski, LCSW
Chief Executive Officer

Signature
City of Goshen

October 15, 2020

Date

Print Name

New Avenues, Inc.
300 South St. Louis Boulevard
Suite 200
South Bend, IN 46617

Title

Date

Mailing Address:
P.O. Box 360
South Bend, IN 46624

City of Goshen
City Building
204 E Jefferson St., Ste 3
Goshen, IN 46526

Exhibit A: EAP A la Carte Service

The **City of Goshen's** employees have the following employee assistance services available.

| EAP A la Carte Service based upon 253 employees | Program Cost based upon a One year contract |
|---|--|
| Administrative Services | Administrative Fee of \$140.00/month plus Professional Fees for services as incurred. |
| Self-referred Short Term Counseling We will provide annually 6 EAP visits per employee and their eligible family members, (6 sessions per family) (refer to addendum: Definition of EAP Eligibility). Employees and eligible family members will have access to Structured Telephonic Counseling via the New Avenues website NewAvenuesOnLine.com. | \$90 per clinical hour billed to employer upon utilization. (See Section IV. A. of contract for explanation.) |
| EAP Employee Orientation Training | Included. (See Section III. B. of contract for explanation.) |
| EAP Supervisory Orientation Training | Included. (See Section IV. B. of contract for explanation.) |
| Trainings, Workshops and Seminars | Hours may be purchased as needed. Fees are determined by the type and extent of the service requested. (See Section IV. C. of contract for explanation.) |
| Telephonic Consultation | Included. (See Section IV. D. of contract for explanation.) |
| Onsite Consultation, Mediation, and Conflict Resolution | Hours may be purchased as needed. Fees are determined by the type and extent of the service requested. (See Section IV. D. of contract for explanation.) |
| Focus On Success Management Referral Program | \$250/case. 3 months of case management. \$200/month for case management beyond 3 month period. (See Section IV. E. of contract for explanation.) |
| Critical Incident Response | Hours may be purchased as needed for \$200/hour plus mileage per professional upon utilization. (See Section IV. F. of contract for explanation.) |

| EAP A la Carte Service based upon 253 employees | Program Cost based upon a One year contract |
|--|--|
| Fitness-for-Duty Evaluations | \$500-\$1500/visit for psychological or psychiatric evaluations. – Professional fees vary with practitioner, number of visits, amount and type of testing, and setup fee. Any specialized testing or evaluation fees over \$1500 will be discussed with the employer. \$200/month for ongoing case management. (See Section IV. G. of contract for explanation.) |
| New Avenues Work-Life Resource Center | Fundamental Web Work-Life Program: Included. Complete Web Work-Life Program Optional: \$.35 PEPM –Not selected Legal/Financial/ID Work-Life Program Optional: \$.40 PEPM –Not selected Full Work-Life Program Optional: \$.45 PEPM –Not selected (See Section IV. H. of contract for explanation.) |
| Communication Program: monthly posters, website, electronic newsletter | Included, posters monthly to all locations (See Section V. of contract for explanation). |
| EAP brochures | Included. |
| Utilization Reports | Included annually. (See Section VI. A. of contract for explanation.) |
| Client Satisfaction Reports | Included annually. (See Section VI. B. of contract for explanation.) |
| Mileage | Current Federal Standard Business Mileage Rate (Refer to www.irs.gov for the current rate.) |



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

December 28, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Subscription Agreement with West Publishing Corporation

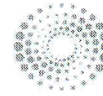
This office recommends that the Board ratify the Mayor's execution of the attached 60-month subscription agreement with West Publishing Corporation for printed Indiana Code books and updates for the Legal Department. The cost is \$328.01 per month for 2021 with a 3% increase each of the following four years.

Suggested Motion:

Move to ratify the Mayor's execution of the attached Subscription Agreement with West Publishing Corporation for printed Indiana Code books and updates.

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only

610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS™

| | | | | |
|--|--|---|---|--|
| <u>Check West account status below as applicable:</u> | | Rep Name & Number <u>Ryan Tracy 6037018</u> | | **** R E Q U I R E D **** |
| New <input type="checkbox"/> (NACI Form attached) | Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached) | | | |
| Existing with no changes <input checked="" type="checkbox"/> | Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form) | | | |
| Acct # <u>1000131655</u> | Quote # _____ | PO # _____ | Date <u>12-17-2020</u> | I F N E E D E D |
| Name/Subscriber <u>GOSHEN LEGAL DEPT</u> | Bill To Acct # <u>1000131655</u> | | | |
| Order Confirmation Contact Name <u>Shannon Marks</u> | | | | |
| E-Mail <u>shannonmarks@goshencity.com</u> | | | | |
| Westlaw Password Contact Name (for password delivery) _____ | | | | |
| E-Mail _____ | | | | |
| Permanent Address Change <input type="checkbox"/> | One-Time Ship To <input type="checkbox"/> | Additional Ship To <input type="checkbox"/> | Additional Bill To <input type="checkbox"/> | |
| Name _____ | Attn: _____ | | | |
| Address _____ | Suite/Floor _____ | | | |
| City _____ | State _____ | County _____ | Zip _____ | |

| |
|----------------------------|
| West Complete Print |
|----------------------------|

Program ID: **WCMP**

| Full Svc # | Print Products | List Charges | Other | Monthly Charges |
|-----------------|----------------------|--------------|-------|-----------------|
| 40666420 | West Complete | | | \$328.01 |

See Attachment (988.dot) for print product detail, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation (“West”, “we” or “our”) processes Subscriber’s (“you” or “I”) order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the term of complete calendar months you initial below (“Minimum Term”).

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Initial below to select the Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be 8% over the first 12 months.

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

> **JPS 60 month Minimum Term.** Monthly Charges for the second 12 months will be 3% over the first 12 months; Monthly Charges for the third 12 months will be 3% over the second 12 months; Monthly Charges for the fourth 12 months will be 3% over the third 12 months; Monthly Charges for the fifth 12 months will be 3% over the fourth 12 months.

_____ **120 month Minimum Term.** Monthly Charges for the second 12 months will be 1% over the first 12 months; Monthly Charges for the third 12 months will be 1% over the second 12 months; Monthly Charges for the fourth 12 months will be 1% over the third 12 months; Monthly Charges for the fifth 12 months will be 1% over the fourth 12 months; Monthly Charges for the sixth 12 months will be 1% over the fifth 12 months; Monthly Charges for the seventh 12 months will be 1% over the sixth 12 months; Monthly Charges for the eighth 12 months will be 1% over the seventh 12 months; Monthly Charges for the ninth 12 months will be 1% over the eighth 12 months; Monthly Charges for the tenth 12 months will be 1% over the ninth 12 months.

> **JPS Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”) and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the “Miscellaneous” section below.

West Complete Print Renewals

| | | |
|-------------------|-------------------------------------|----------------------------------|
| | West Complete Print Renewals | |
| Sub Matl # | Print Products | Current Monthly Charges * |
| 40666551 | West Complete | |
| Notes: | | |

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above and may include products from Attachment (988.dot) which, if applicable, is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

Initial below to select Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be 8% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 8% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

_____ **60 month Minimum Term.** Monthly Charges for the first 12 months will be 3% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 3% over the first 12 months; Monthly Charges for the third 12 months will be 3% over the second 12 months; Monthly Charges for the fourth 12 months will be 3% over the third 12 months; Monthly Charges for the fifth 12 months will be 3% over the fourth 12 months.

_____ **120 month Minimum Term.** Monthly Charges for the first 12 months will be 1% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 1% over the first 12 months; Monthly Charges for the third 12 months will be 1% over the second 12 months; Monthly Charges for the fourth 12 months will be 1% over the third 12 months; Monthly Charges for the fifth 12 months will be 1% over the fourth 12 months; Monthly Charges for the sixth 12 months will be 1% over the fifth 12 months; Monthly Charges for the seventh 12 months will be 1% over the sixth 12 months; Monthly Charges for the eighth 12 months will be 1% over the seventh 12 months; Monthly Charges for the ninth 12 months will be 1% over the eighth 12 months; Monthly Charges for the tenth 12 months will be 1% over the ninth 12 months.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users

| Last Name | First Name, M.I. | ProView eBook Product(s) | *Optional E-Mail Address |
|-----------|------------------|--------------------------|--------------------------|
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*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

Miscellaneous

1. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

7. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

9. **Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

10. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions_PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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- Hosted Practice Solutions
- ProView eBooks
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- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Jeremy P Stutsman
Title Mayor, City of Edgshen
Date December 22, 2020
Signature [Signature]

| | | | |
|---|-------------------------------|---|--------------------------------|
| For Credit Card Transactions only: | Visa <input type="checkbox"/> | Master Card <input type="checkbox"/> | Am Ex <input type="checkbox"/> |
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CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

December 28, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2020-34 – Documenting the Submission of the
2020 Annual Certifications by City of Goshen Elected Officers

Each city elected officer must annually certify in writing that the elected officer has not violated the city's policy regulating the employment of relatives (Council Resolution 2012-14) and the policy regulating contracting with the city (Council Resolution 2012-15). The attached resolution is to document the annual submission of these certifications.

Suggested Motion:

Move to approve and execute Resolution 2020-34, Documenting the Submission of the 2020 Annual Certifications by City of Goshen Elected Officers.

Resolution 2020-34

Documenting the Submission of the 2020 Annual Certifications by City of Goshen Elected Officers

BE IT RESOLVED that the Goshen Board of Public Works and Safety acknowledges the submission of the 2020 annual certifications by each of the City of Goshen elected officers listed below certifying that: (1) the officer has not violated Indiana Code 36-1-20.2 et seq. or the City's policy regulating the employment of relatives; and (2) the officer is in compliance with Indiana Code 36-1-21 et seq. and the City's policy regulating contracting with the city.

Jeremy P. Stutsman, Mayor
Adam C. Scharf, Clerk-Treasurer
Richard L. Mehl, City Court Judge
Jim McKee, Council Member – District 1
Doug Nisley, Council Member – District 2
Matt Schrock, Council Member – District 3
Megan Eichorn, Council Member – District 4
Gilberto Perez, Jr., Council Member – District 5
Brett Weddell, Council Member – At-Large
Julia King, Council Member – At-Large

PASSED and ADOPTED on December 28, 2020.

Jeremy P. Stutsman, Mayor


Michael A. Landis, Member

Mary Nichols, Member

CERTIFICATION

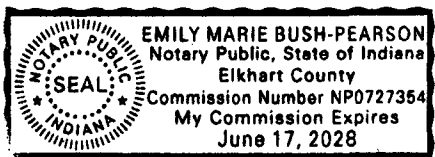
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:


- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: 
 Printed: JEREMY STUTSMAN
 Elected Office: MAYOR
 Dated: 12/22/2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Jeremy Stutsman, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen’s policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
(A) an individual who is a relative of an elected official; or
(B) a business entity that is wholly or partially owned by a relative of an elected official;
only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
(A) the elected official files with the city a disclosure, which must:
(1) be in writing;
(2) describe the contract or purchase to be made by the city;
(3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
(4) be affirmed under penalty of perjury;
(5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
(6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
(B) the appropriate contracting body of the city:
(1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
(2) makes a certified statement of the reasons why the vendor or contractor was selected; and
(C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: [Handwritten Signature]
Printed: JEREMY STUTSMAN
Elected Office: MAYOR
Dated: 12/22/2020

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Jeremy Stutsman, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



[Handwritten Signature]
Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

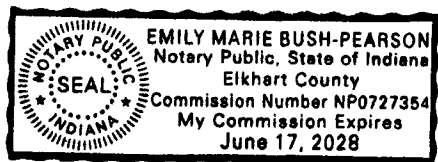
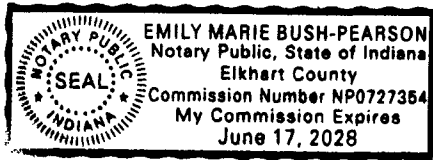
- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: *Adam Scharf*
 Printed: ADAM SCHARF
 Elected Office: CITY CLERK - TREASURER
 Dated: 12/22/2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Adam Scharf, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

EMBP
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 12/6/17/2028



CERTIFICATION

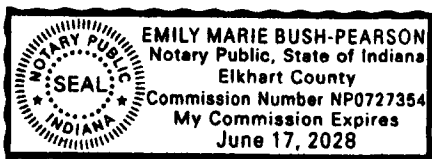
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contact or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: *Adam Scharf*
 Printed: ADAM SCHARF
 Elected Office: CITY CLERK-TREASURER
 Dated: 12/22/2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Adam Scharf, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028

CERTIFICATION

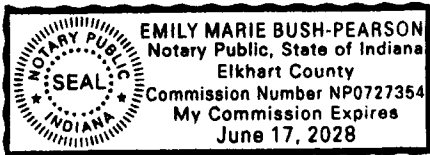
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: *Richard D. Mehl*
 Printed: RICHARD MEHL
 Elected Office: CITY COURT JUDGE
 Dated: 12-22-20

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Richard Mehl, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

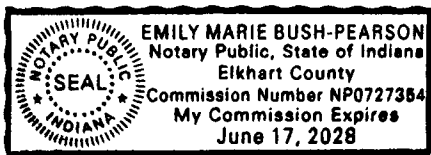
- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: *Richard L Mehl*
 Printed: RICHARD MEHL
 Elected Office: CITY COURT JUDGE
 Dated: 12-22-20

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Richard Mehl, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028



CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

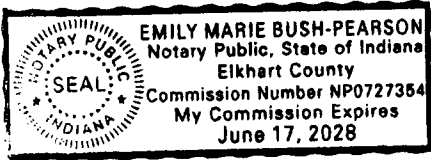
- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: *Jim McKee*
 Printed: JIM MCKEE
 Elected Office: COMMON COUNCIL D-1
 Dated: December 22, 2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Jim McKee, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028



CERTIFICATION

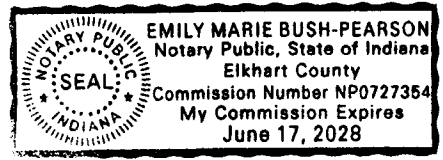
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen’s policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: *Jim McKee*
 Printed: JIM MCKEE
 Elected Office: COMMON COUNCIL D-1
 Dated: December 22, 2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020 personally appeared Jim McKee, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP 0727354
 My commission expires: 6/17/2028

CERTIFICATION

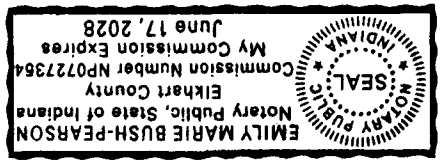
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
(A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
(B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: [Handwritten Signature]
Printed: DOUG NISLEY
Elected Office: COMMON COUNCIL D-2
Dated: 12/22/2020

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Doug Nisley, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




[Handwritten Signature]
Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028

CERTIFICATION

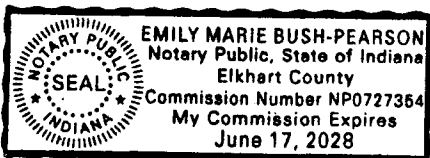
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

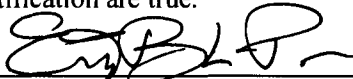
- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: 
 Printed: DOUG NISLEY
 Elected Office: COMMON COUNCIL D-2
 Dated: 12/22/2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020 personally appeared Doug Nisley, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.





 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727364
 My commission expires: 6/17/2028

CERTIFICATION

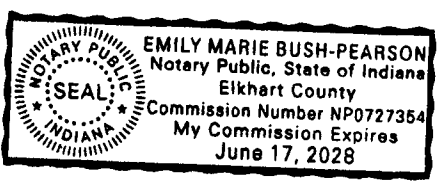
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

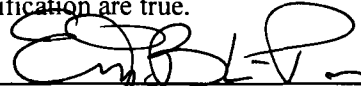
- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: 
Printed: MATT SCHROCK
Elected Office: COMMON COUNCIL D-3
Dated: 12-22-20

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Matt Schrock, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

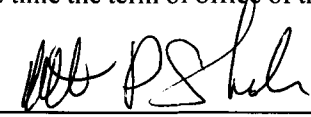



Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028

CERTIFICATION

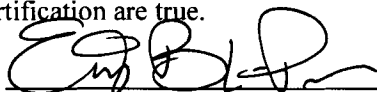
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

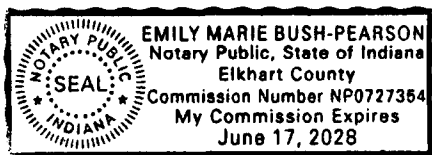
- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contact or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: 
 Printed: MATT SCHROCK
 Elected Office: COMMON COUNCIL D-3
 Dated: 12-22-20

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Matt Schrock, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.


 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028



CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

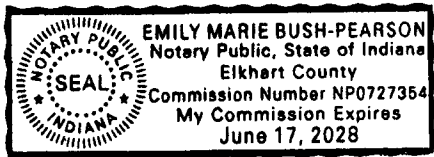
- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: Megan Eichorn
 Printed: MEGAN EICHORN
 Elected Office: COMMON COUNCIL D-4
 Dated: 12-22-20

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Megan Eichorn, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 10/17/2028



CERTIFICATION

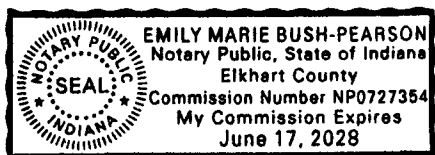
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen’s policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contact or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: Megan E. Eichorn
 Printed: MEGAN EICHORN
 Elected Office: COMMON COUNCIL D-4
 Dated: 12-22-20

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Megan Eichorn, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 12/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: *Gilberto Perez*
 Printed: GILBERTO PEREZ
 Elected Office: COMMON COUNCIL D-5
 Dated: 12/22/2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Gilberto Perez, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP 0727354
 My commission expires: 6/17/2028



CERTIFICATION

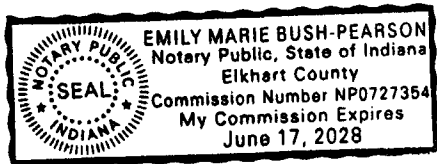
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: *Gilberto Perez*
 Printed: GILBERTO PEREZ
 Elected Office: COMMON COUNCIL D-5
 Dated: 12/22/2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Gilberto Perez, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP 0727354
 My commission expires: 6/17/2028

CERTIFICATION

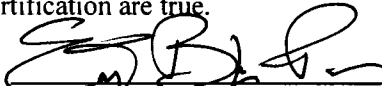
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

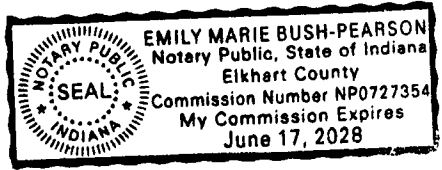
- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: 
Printed: BRETT WEDDELL
Elected Office: COMMON COUNCIL AT-LARGE
Dated: December 22, 2020

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Brett Weddell, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

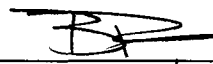

Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028



CERTIFICATION

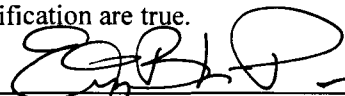
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen’s policy regulating contracting with the city as set forth below:

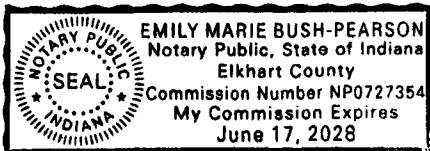
- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contact or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: 
 Printed: BRETT WEDDELL
 Elected Office: COMMON COUNCIL AT-LARGE
 Dated: December 22, 2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Brett Weddell, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.


 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028



CERTIFICATION

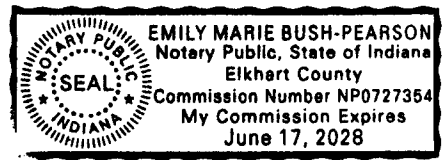
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: *Julia King*
 Printed: JULIA KING
 Elected Office: COMMON COUNCIL AT-LARGE
 Dated: 12/22/2020

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Julia King, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

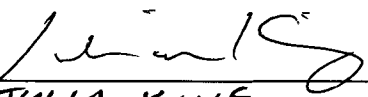


Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP 0727354
 My commission expires: 6/17/2028

CERTIFICATION

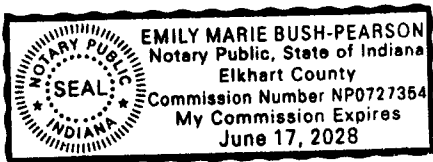
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen’s policy regulating contracting with the city as set forth below:

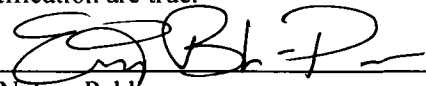
- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contact or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: 
 Printed: JULIA KING
 Elected Office: COMMON COUNCIL AT-LARGE
 Dated: _____

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 22, 2020, personally appeared Julia King, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2020



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

December 28, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Resolution 2020-35, Share of Costs of Wages and Benefits

There are certain city positions in which the cost of wages and employment benefits are paid from more than one fund or budget. In previous years, the percentage share of costs for these positions were included in the annual compensation ordinance passed by the Common Council. The annual compensation ordinance continues to include all authorized city positions and the minimum and maximum compensation for all positions, including wages and benefits. Beginning with the 2021 budget year, the Board of Public Works and Safety is to annually determine the percentage share of cost for the various positions that are paid from more than one fund or budget. Ideally, the Board would be requested to make this determination around the time new budgets are being proposed.

The Exhibit included in the attached resolution lists all positions in which the cost of wages and employment benefits are paid from more than one fund or budget. The positions and the percentage share of costs are based on what was included in the 2020 compensation ordinance.

Suggested Motion:

Move to approve and execute Resolution 2020-35, Share of Costs of Wages and Benefits

RESOLUTION 2020-35

Share of Costs of Wages and Benefits

WHEREAS the cost of wages and employment benefits of certain City of Goshen employee positions are paid from more than one fund or budget.

WHEREAS pursuant to the annual compensation ordinance for Civil City and Utilities employees, the Board of Public Works and Safety is to determine on an annual basis the percentage share of cost of wages and employment benefits for those positions that are to be paid from more than one fund or budget.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety determines the Positions set forth in Exhibit A shall have the cost of wages and employment benefits paid from more than one fund or budget in the percentages as shown for budget year 2021.

BE IT FURTHER RESOLVED that certain Position titles in Exhibit A specify a specific number of employees within the Position. This is not intended to limit the number of positions with the same Position title in the particular Department or Office, but rather to limit the number of positions of that Position title in which the wages and benefits are paid from more than one fund or budget. The Department or Office may have other positions of the same Position title in which the wages and benefits are paid entirely from one fund or budget.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on December 28, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Exhibit A - 2021 Positions

| Department or Office | Position | Civil City | Water & Sewer Utilities | Other (as specified) | Other Budget or Fund |
|-----------------------------|---|-------------------|--|---------------------------------|---|
| Central Garage | Assistant Fleet Maintenance Manager | 80% | 20% | | |
| Central Garage | Fleet Maintenance Manager | 50% | 50% | | |
| Clerk-Treasurer | Clerk-Treasurer | 70% | 30% | | |
| Clerk-Treasurer | Office Assistant I (1 position) | 60% | 40% | | |
| Common Council | Common Council Member | 60% | 40% | | |
| Community Development | Code Compliance Officer II (1 position) | 50% | | 50% | Residential Lease Fee Fund |
| Community Development | Community Development Director | 30% | | 70% | Redevelopment Non-Reverting Operating Fund |
| Community Development | Office Assistant I (1 position) | 25% | | 75% | Redevelopment Non-Reverting Operating Fund |
| Community Development | Project Manager (1 position) | 50% | | 50% | Redevelopment Non-Reverting Operating Fund |
| Engineering | Administrative City Engineer (1 position) | 50% | 50% | | |
| Engineering | Civil City Engineer | 50% | 50% | | |
| Engineering | GIS Coordinator | 50% | 50% | | |
| Engineering | Inspector I | 50% | 50% | | |
| Engineering | Inspector I (1 position) | | 50% | 50% | Stormwater Utility |
| Engineering | Inspector II (1 position) | 50% | 50% | | |
| Engineering | Office Assistant I | 50% | 50% | | |
| Engineering | Project Manager | 50% | 50% | | |
| Engineering | Technician I | 50% | 50% | | |
| Engineering | Technician II | 50% | 50% | | |
| Engineering | Utilities Engineer | | 70% | 30% | Stormwater Utility |
| Legal | City Attorney | 65% | 35% | | |

Exhibit A - 2021 Positions

| Department or Office | Position | Civil City | Water & Sewer Utilities | Other (as specified) | Other Budget or Fund |
|-----------------------------|---|-------------------|--|---------------------------------|-----------------------------|
| Legal | Contracts and Claims Manager | 50% | 50% | | |
| Legal | Human Resources Manager | 60% | 40% | | |
| Legal | Legal Compliance Administrator | 50% | 50% | | |
| Legal | Office Assistant I | 60% | 40% | | |
| Legal | Office Assistant III | 60% | 40% | | |
| Legal | Paralegal (1 position) | 50% | 50% | | |
| Mayor | Administrative Assistant | 60% | 40% | | |
| Mayor | Mayor | 60% | 40% | | |
| Non-specified | Board of Public Works and Safety Member, excluding Mayor | 60% | 40% | | |
| Non-specified | Buildings and Grounds Maintenance Manager | 60% | 40% | | |
| Non-specified | Custodian (1 position) | 60% | 40% | | |
| Non-specified | Public Works Director | | 75% | 25% | Stormwater Utility |
| Non-specified | Receptionist/Office Assistant III | 60% | 40% | | |
| Non-specified | Technology Assistant I (1 position) | 60% | 40% | | |
| Non-specified | Technology Assistant II (1 position) | 60% | 40% | | |
| Non-specified | Technology Coordinator | 60% | 40% | | |