# Executive Committee

## INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

September 23, 2022
9:00 am – 11:00 am

IndyGo Board Room
1501 West Washington St.
Indianapolis, IN 46222

## MEETING AGENDA

| | | | |
|---|---|---|---|
| 1. | Welcome & Introductions | Mayor Cook, City of Westfield | 5 min. |

## ITEMS FOR APPROVAL

| | | | |
|---|---|---|---|
| 2. | Minutes from June 24, 2022 Executive Committee Meeting | Mayor Cook, City of Westfield | 5 min. |
| 3. | Acceptance of Financial Reports<br>a) Income Statement<br>b) Cashflow Statement<br>c) Balance Sheet | Kristyn Sanchez, IMPO | 5 min. |
| 4. | Approval of Financial Resolutions<br>a) Memo<br>b) Capitol Assets, LLC<br>c) Lelander, LLC<br>d) Pyango, LLC<br>e) MIG, Inc.<br>f) Cambridge Systematics, Inc.<br>g) License Agreement w City of Indianapolis<br>h) Resolution 2022-Exec-017 | Anna Gremling, IMPO | 5 min. |
| 5. | Approval of READI Grant Financial Resolutions<br>a) READI Initial Set Up<br>b) Resolution 2022-Exec-018<br>c) Memo<br>d) HWC Engineering, Inc. Program Manager Vendor Agreement<br>e) Resolution 2022-Exec-019 | Rose Scovel, IMPO | 8 min. |
| 6. | 2023 IMPO Budget<br>Resolution 2022-Exec-021 | Sean Northup, IMPO | 10 min. |

## OTHER BUSINESS

| | | | |
|---|---|---|---|
| 7. | Executive Director Update<br>a) IMPO 2022 Certification<br>b) Update on the IMPO Technical Assistance Program<br>c) Call for Projects Open until October 28, 2022 | Anna Gremling, IMPO | 15 min. |
| 8. | Next Executive Meeting- October 28, 2022 | Anna Gremling, IMPO | 1 min. |
| 9. | Adjournment | Mayor Cook, City of Westfield | 1 min. |

Materials pertinent to item #'s 2-6 are attached. For additional information, please see www.indympo.org
For accommodation needs for persons with disabilities, please call 327-5136.

**Indianapolis Metropolitan Planning Organization**
**Executive Committee Meeting Minutes**
**June 24, 2022**
9:00 a.m.
IndyGo Board Room
1501 W. Washington St. Indianapolis, Indiana 46222

**Committee Members Present**

| | |
|---|---|
| Andrew Cook – City of Westfield | Ryan Cannon – Town of Avon |
| David Borden – City of Indianapolis | Mark Heirbrandt – Hamilton County |
| Jason Taylor – City of Fishers | Inez Evans – IndyGo |
| Dennis Buckley – City of Beech Grove | |

* = *Proxy*

**Committee Members Absent**

| | |
|---|---|
| Andrew Klinger – Town of Plainfield | Eric Wathen – Hendricks County |

**Others Present**

| | |
|---|---|
| Anna Gremling – Indianapolis MPO | Sean Northup – Indianapolis MPO |
| Kristyn Sanchez – Indianapolis MPO | |

## *1. WELCOME*

**Andrew Cook** called the meeting to order at 9:03 a.m.

## ITEMS FOR APPROVAL

## *2. MINUTES FOR MAY 20, 2022 EXECUTIVE COMMITTEE MEETING*

**Anna Gremling** asked if there were any changes to the proposed minutes. **Dennis Buckey** asked for the minutes to be amended to show he did not abstain but voted to approve items 3 and 4.

| Member | Result |
|---|---|
| Avon | Approve |
| Beech Grove | Approve |
| Fishers | Absent |
| Hamilton County | Absent |

| Member | Result |
|---|---|
| Indianapolis | Approve |
| IndyGo | Approve |
| Westfield | Approve |
| | |

**Dennis Buckley** moved to approve the March 25, 2022 Executive Committee minutes as amended.
**David Borden** seconded the motion. A voice vote was conducted.
The May 20, 2022 Executive Committee Minutes were approved as amended.
MOTION PASSES.

## *3. ACCEPTANCE OF FINANCIAL REPORTS*

**Kristyn Sanchez** gave an update on financial reports and membership dues but mentioned there were no major updates.

| Member | Result |
|---|---|
| Avon | Approve |

| Member | Result |
|---|---|
| Indianapolis | Approve |

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| | | | |
|---|---|---|---|
| Beech Grove | Approve | IndyGo | Approve |
| Fishers | Absent | Westfield | Approve |
| Hamilton County | Absent | | |

**David Borden** moved to accept the financial reports
**Inez Evans** seconded the motion. A voice vote was conducted.
The financial reports were accepted.
MOTION PASSES.

### 4. *APPROVAL OF 2022 BUDGET AMENDMENT #1*

**Sean Northup** stated two resolutions were being considered. **Northup** stated the IMPO will not be the fiscal agent for the White River region READI grant but will be assisting with the 70-40-Greater Mt. Comfort Corridor Region and the West Central Indiana (READI 180) Alliance. **Northup** stated the first resolution is for an older version of the budget and recommends voting against it but recommends approval of the second resolution which would budget $25 million in READI funds across the two READI regions. Northup stated for one region the IMPO will be the direct recipient and for the other region the IMPO will be a sub-recipient.

Andrew Cook asked for a motion to untable Resolution-2022-EXEC-006

| **Member** | **Result** | **Member** | **Result** |
|---|---|---|---|
| Avon | Approve | Indianapolis | Approve |
| Beech Grove | Approve | IndyGo | Approve |
| Fishers | Absent | Westfield | Approve |
| Hamilton County | Absent | | |

**Dennis Buckley** moved to untable Resolution 2022-EXEC-006
**David Borden** seconded the motion. A voice vote was conducted.
The Resolution 2022-EXEC-006 was untabled
MOTION PASSES.

Andrew Cook asked for a motion to deny Resolution 2022-EXEC-006

| **Member** | **Result** | **Member** | **Result** |
|---|---|---|---|
| Avon | Deny | Indianapolis | Approve |
| Beech Grove | Deny | IndyGo | Approve |
| Fishers | Deny | Westfield | Approve |
| Hamilton County | Absent | | |

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**Ryan Cannon** moved to deny Resolution 2022-EXEC-006
**Inez Evans** seconded the motion. A roll call vote was conducted.
The Resolution 2022-EXEC-006 was denied
MOTION PASSES.

**Northup** stated staff recommends approval of Resolution 2022-EXEC-013 which is an updated budget. Andrew Cook asked for a motion to approve Resolution 2022-EXEC-013.

| Member | Result |
|---|---|
| Avon | Approve |
| Beech Grove | Approve |
| Fishers | Approve |
| Hamilton County | Absent |

| Member | Result |
|---|---|
| Indianapolis | Approve |
| IndyGo | Approve |
| Westfield | Approve |
| | |

**Dennis Buckley** moved to approve Resolution 2022-EXEC-013 approving the financial resolutions
**Inez Evans** seconded the motion. A roll call vote was conducted.
The Resolution 2022-EXEC-013 was approved.
MOTION PASSES.

## 5. *APPROVAL OF FINANCIAL RESOLUTIONS*

**Anna Gremling** gave an overview of contracts for consideration including the survey software Metroquest that the IMPO uses regularly and a WSP contract for a small purchase quote to complete the Regional Safety Action Plan which would allow communities to go after infrastructure construction funding in the Safe Streets and Roads for all Program. **Gremling** stated the IMPO already has five of the eight components needed for a qualifying safety action plan. **Gremling** also stated that a daycare benefit is being proposed where money can be set aside pre-tax and asked for approval of a resolution that s would grant Gremling the ability to execute agreements for the two budgeted READI regions.

| Member | Result |
|---|---|
| Avon | Approve |
| Beech Grove | Approve |
| Fishers | Approve |
| Hamilton County | Approve |

| Member | Result |
|---|---|
| Indianapolis | Approve |
| IndyGo | Approve |
| Westfield | Approve |
| | |

**Jason Taylor** moved to approve Resolutions 2022-EXEC-011, 2022-EXEC-12, 2022-EXEC-15, 2022-EXEC-16 approving the financial resolutions
**Inez Evans** seconded the motion. A roll call vote was conducted.
The Resolution 2022-EXEC-011, 2022-EXEC-12, 2022-EXEC-15, 2022-EXEC-16 were approved.

## 6. *2021 AUDIT FINDINGS*

**Kristyn Sanchez** stated the audit was completed and there were no major issues. Sanchez stated some tips and suggestions were provided such as more detailed labeling of funds. **Sanchez** stated there were only minor comments and notes. **Sanchez** asked for questions and heard none.

| Member | Result |
|---|---|
| Avon | Approve |
| Beech Grove | Approve |
| Fishers | Approve |
| Hamilton County | Approve |

| Member | Result |
|---|---|
| Indianapolis | Approve |
| IndyGo | Approve |
| Westfield | Approve |
| | |

**Dennis Buckley** moved to approve Resolutions 2022-EXEC-014 accepting the audit
**Eric Heirbrandt** seconded the motion. A roll call vote was conducted.
The Resolution was approved.
MOTION PASSES.

**OTHER BUSINESS**

*7.* ***EXECUTIVE DIRECTOR UPDATE***

**Anna Gremling** stated the IMPO completed certification last week which will result in any of three possibilities including corrective actions (immediate need for changes), recommendations (not required but suggestions), and/or accolades. Gremling says staff expects these results from FHWA and FTA within six weeks. **Gremling** stated next week the IMPO will be opening a call for planning projects to spur planning work in the region.

**OTHER BUSINESS**

*8.* ***ADJOURNMENT***

**Anna Gremling** asked for a motion to adjourn the meeting.

**Jason Taylor** moved to adjourn the May 20, 2022 Executive Committee meeting.
**Andrew Cook** seconded the motion.
The June 24, 2022 Executive Committee meeting was adjourned
MOTION PASSES.

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**Indianapolis Metropolitan Planning Organization**
**Indy MPO (Consolidated)**

# Income Statement
# Aug 2022, Sep 2022

| Financial Row | 2021 PL | READI - 180 Alliance | READI - 70-40 | zzz Not Applicable | Total |
|---|---|---|---|---|---|
| | Amount | Amount | Amount | Amount | Amount |
| Ordinary Income/Expense | | | | | |
| Income | | | | | |
| 4000 - Revenue from | | | | | |
| 4010 - Federal grants | $382,580.36 | $0.00 | $0.00 | $0.00 | $382,580.36 |
| Total - 4000 - Revenue from | $382,580.36 | $0.00 | $0.00 | $0.00 | $382,580.36 |
| Total - Income | $382,580.36 | $0.00 | $0.00 | $0.00 | $382,580.36 |
| Gross Profit | $382,580.36 | $0.00 | $0.00 | $0.00 | $382,580.36 |
| Expense | | | | | |
| 7200 - Salaries & related expenses | | | | | |
| 7210 - Regular Salaries & wages | $93,292.03 | $1,449.26 | $18.04 | $0.00 | $94,759.33 |
| 7212 - Other Pay | $1,518.48 | $0.00 | $0.00 | $0.00 | $1,518.48 |
| 7214 - Benefit leave pay | $18,053.17 | $0.00 | $0.00 | $0.00 | $18,053.17 |
| 7218 - Disability insurance | $2,038.32 | $0.00 | $0.00 | $0.00 | $2,038.32 |
| 7220 - PERF hybrid | $15,156.18 | $0.00 | $0.00 | $0.00 | $15,156.18 |
| 7221 - My Choice | $3,108.16 | $0.00 | $0.00 | $0.00 | $3,108.16 |
| 7230 - Health insurance | $28,172.30 | $0.00 | $0.00 | $0.00 | $28,172.30 |
| 7234 - Life insurance | $280.00 | $0.00 | $0.00 | $0.00 | $280.00 |
| 7242 - HSA contribution | $2,500.00 | $0.00 | $0.00 | $0.00 | $2,500.00 |
| 7250 - Social security | $8,778.17 | $0.00 | $0.00 | $0.00 | $8,778.17 |
| 7252 - Medicare ER | $2,052.96 | $0.00 | $0.00 | $0.00 | $2,052.96 |
| Total - 7200 - Salaries & related expenses | $174,949.77 | $1,449.26 | $18.04 | $0.00 | $176,417.07 |
| 7500 - Contract service expenses | | | | | |
| 7530 - Audit fee | $17,711.00 | $0.00 | $0.00 | $0.00 | $17,711.00 |
| 7580 - Legal ads | $169.42 | $131.05 | $0.00 | $0.00 | $300.47 |
| Total - 7500 - Contract service expenses | $17,880.42 | $131.05 | $0.00 | $0.00 | $18,011.47 |
| 8000 - Contractual consulting services | $125,436.93 | $3,961.00 | $4,999.00 | $0.00 | $134,396.93 |
| 8100 - Nonpersonnel expenses | | | | | |
| 8110 - Supplies | $1,104.28 | $0.00 | $0.00 | $0.00 | $1,104.28 |
| 8130 - Telephone & cell phone | $2,800.00 | $0.00 | $0.00 | $0.00 | $2,800.00 |
| 8170 - Printing & copying | $336.23 | $0.00 | $0.00 | $0.00 | $336.23 |
| Total - 8100 - Nonpersonnel expenses | $4,240.51 | $0.00 | $0.00 | $0.00 | $4,240.51 |
| 8200 - Facility & equipment expenses | | | | | |
| 8220 - Parking garage expense | $892.50 | $0.00 | $0.00 | $0.00 | $892.50 |
| 8270 - Depreciation expense | $0.00 | $0.00 | $0.00 | $1,117.15 | $1,117.15 |
| Total - 8200 - Facility & equipment expenses | $892.50 | $0.00 | $0.00 | $1,117.15 | $2,009.65 |
| 8300 - Travel expenses (lodging transportation and per diem) | | | | | |
| 8310 - Mileage | $501.25 | $42.50 | $0.00 | $0.00 | $543.75 |
| 8320 - Registration fees | $988.44 | $0.00 | $0.00 | $0.00 | $988.44 |
| 8399 - Travel expenses - other | $905.64 | $0.00 | $0.00 | $0.00 | $905.64 |
| Total - 8300 - Travel expenses (lodging transportation and per diem) | $2,395.33 | $42.50 | $0.00 | $0.00 | $2,437.83 |
| Total - Expense | $325,795.46 | $5,583.81 | $5,017.04 | $1,117.15 | $337,513.46 |
| Net Ordinary Income | $56,784.90 | ($5,583.81) | ($5,017.04) | ($1,117.15) | $45,066.90 |
| Other Income and Expenses | | | | | |
| Other Expense | | | | | |
| 8500 - Other expenses | | | | | |
| 8520 - Insurance - non-employee related | $1,792.16 | $0.00 | $0.00 | $0.00 | $1,792.16 |
| 8540 - Bank Fees | $311.09 | $0.00 | $0.00 | $0.00 | $311.09 |
| 8560 - Outside computer services (IT) | $0.31 | $0.00 | $0.00 | $0.00 | $0.31 |
| 8590 - Software licenses | $1,514.90 | $0.00 | $0.00 | $0.00 | $1,514.90 |
| 8599 - Other expenses - other | $21.80 | $0.00 | $0.00 | $0.00 | $21.80 |
| Total - 8500 - Other expenses | $3,640.26 | $0.00 | $0.00 | $0.00 | $3,640.26 |
| Total - Other Expense | $3,640.26 | $0.00 | $0.00 | $0.00 | $3,640.26 |
| Net Other Income | ($3,640.26) | $0.00 | $0.00 | $0.00 | ($3,640.26) |

ITEM 3

| Financial Row | 2021 PL | READI - 180 Alliance | READI - 70-40 | zzz Not Applicable | Total |
|---|---|---|---|---|---|
| | Amount | Amount | Amount | Amount | Amount |
| Net Income | $53,144.64 | ($5,583.81) | ($5,017.04) | ($1,117.15) | $41,426.64 |

**Indianapolis Metropolitan Planning Organization**
**Indy MPO (Consolidated)**

# Cash Flow Statement
# From Jan 2022 to Sep 2022

| Financial Row | Amount |
|---|---|
| Operating Activities | |
| Net Income | $314,913.29 |
| Adjustments to Net Income | |
| Accounts Receivable | ($382,390.71) |
| Other Current Asset | ($2,848.73) |
| Accounts Payable | ($9,483.00) |
| Other Current Liabilities | ($165.09) |
| Total Adjustments to Net Income | ($394,887.53) |
| Total Operating Activities | ($79,974.24) |
| Investing Activities | |
| Fixed Asset | $8,937.20 |
| Total Investing Activities | $8,937.20 |
| Net Change in Cash for Period | ($71,037.04) |
| Cash at Beginning of Period | $1,114,944.82 |
| Cash at End of Period | $1,043,907.78 |

**Indianapolis Metropolitan Planning Organization**

**Indy MPO : MPO**

# Balance Sheet

# End of Sep 2022

| Financial Row | Amount |
|---|---|
| ASSETS | |
| Current Assets | |
| Bank | |
| 1000 - Cash | |
| 1010 - Checking Account | $1,168,907.78 |
| Total - 1000 - Cash | $1,168,907.78 |
| Total Bank | $1,168,907.78 |
| Accounts Receivable | |
| 1100 - Accounts Receivable | |
| 1110 - Accounts receivable/Member receivable | $767,833.64 |
| Total - 1100 - Accounts Receivable | $767,833.64 |
| 1120 - Receivables - Matching Funds | $100,000.00 |
| Total Accounts Receivable | $867,833.64 |
| Other Current Asset | |
| 1400 - Other assets | |
| 1410 - Prepaid expenses | $7,723.89 |
| Total - 1400 - Other assets | $7,723.89 |
| 1599 - Undeposited Funds | ($125,000.00) |
| Total Other Current Asset | ($117,276.11) |
| Total Current Assets | $1,919,465.31 |
| Fixed Assets | |
| 1600 - Fixed operating assets | |
| 1620 - Furniture, fixtures, & equip | $89,067.58 |
| Total - 1600 - Fixed operating assets | $89,067.58 |
| 1700 - Accum deprec - fixed operating assets | |
| 1745 - Accum deprec - furn,fix,equip | ($55,845.37) |
| Total - 1700 - Accum deprec - fixed operating assets | ($55,845.37) |
| Total Fixed Assets | $33,222.21 |
| Total ASSETS | $1,952,687.52 |
| Liabilities & Equity | |
| Current Liabilities | |
| Accounts Payable | |
| 2000 - Accounts Payable | |
| 2010 - Accounts payable | $370.00 |
| Total - 2000 - Accounts Payable | $370.00 |
| Total Accounts Payable | $370.00 |
| Other Current Liability | |
| 2100 - Accrued liabilities | |
| 2138 - Disability insurance withholding | $509.51 |
| 2141 - Health insurance withholding | $16,513.99 |
| 2142 - Dental insurance withholding | $915.87 |
| 2143 - Vision insurance withholding | $183.58 |
| 2144 - Life insurance withholding | $617.70 |
| 2146 - Dependent Care FSA Withholding | $1,307.50 |
| Total - 2100 - Accrued liabilities | $20,048.15 |
| Total Other Current Liability | $20,048.15 |
| Total Current Liabilities | $20,418.15 |
| Equity | |
| Retained Earnings | $1,617,356.08 |
| Net Income | $314,913.29 |
| Total Equity | $1,932,269.37 |
| Total Liabilities & Equity | $1,952,687.52 |

# Memo

**To:** **Executive Committee**

**From:** IMPO

**Date:** September 23, 2022

**Re:** Resolution Bundle 2022 -EXEC-017

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Resolution Bundle 2022-EXEC-017 includes the following resolutions, which enable the Executive Director to enter into agreements with vendors for products and services as described:

**A. Capitol Assets, LLC**

a. Agreement to provide the IMPO with strategic communication directly with key legislators regarding regional challenges in Central Indiana, not limited to consulting on funding, funding formulas, taxes and legislative policy, their impacts and long term growth strategies
b. RFP process
c. Total Cost: Not to exceed $58,000.00.(100% local match by IMPO membership funds)
d. Term: Extends to December 31, 2023

**B. Lelander, LLC**

a. Agreement to provide the IMPO with maintenance support for the existing IMPO CMS website
b. RFP process
c. Total Cost: Not to exceed $30,500.00 ($24,400.00 / 80% federal funding and $6,100.00 /20% local match by IMPO membership funds)
d. Term: Extends to December 31, 2023

**C. Pyango, LLC**

a. Agreement to provide the IMPO with SAAS accounting modules to supplement Oracle NetSuite software services
b. RFP process
c. Total Cost: Not to exceed $80,237.00 ($64,189.60 / 80% federal funding and $16,047.00 / 20% local match by IMPO membership funds)
d. Term: Extends to December 31, 2025

**D. Moore Iacofano Goltsman, Inc.**

a. Agreement to provide the IMPO with an update of the 2019 Regional Activity Centers project expanding the geographic area and use new demographic and economic data to identify 2022/2023 existing and emerging activity centers
b. RFP process
c. Total Cost: Not to exceed $90,000.00 ($72,000.00 / 80% federal funding and $18,000.00 / 20% local match by IMPO membership funds)
d. Term: Extends to December 31, 2023

**E. Cambridge Systematics, Inc**

a. Agreement to assist the IMPO in the update for planning scenarios to reflect updated planning data and provide related consulting services to assist the IMPO's development of the 2020 MPA boundary/
b. RFP process
c. Total Cost: Not to exceed $50,000.00 ($40,000.00 / 80% federal funding and $10,000.00 / 20% local match by IMPO membership funds)
d. Term: Extends to December 31, 2023

**License Agreements:**

**F. City of Indianapolis**

a. License Agreement of the current IMPO office space generally described as 2,944 square fee located at 200 E. Washington St. Indianapolis, IN 46204, City County Building Suite 2322
b. Total Cost: Not to exceed $58,377.11 ($46,701.69 / 80% federal funding and $11,675.42 / 20% local match by IMPO membership funds)
c. Term: Begins upon execution and extends for one year from the date of execution.

If you have additional questions, please feel free to call Anna Gremling at 317.956-9347.

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION APPROVING CERTAIN ACTIONS**

Resolution Number 2022-EXEC-017

**WHEREAS,** the Indianapolis Metropolitan Planning Organization (the "IMPO") is charged with the responsibility of providing for the continuing, cooperative and comprehensive transportation planning process for the Indianapolis Metropolitan Planning Area ("Planning Area"); and

**WHEREAS,** the IMPO Executive Committee ("Executive Committee"), a committee of the IMPO, is the overseeing body for the IMPO, other than for transportation-related funding activities of the IMPO under applicable U.S. Department of Transportation regulations; and

**WHEREAS,** it is the desire of the Executive Committee to authorize and approve certain actions as further set forth in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED,** by the Executive Committee of the IMPO as follows:

**SECTION 1:** That the Executive Director is approved and authorized to negotiate and enter into the contracts and agreements listed in Exhibit A and license agreements listed in Exhibit B attached hereto and incorporated by reference.

**SECTION 2:** That any prior action taken by the Executive Director or any staff necessary in connection with the item or items approved herein is hereby ratified and adopted as actions on behalf of the IMPO.

**SECTION 3:** That any officer, including but not limited to the Executive Director of the IMPO, and each of them, is authorized and empowered to take any and all action necessary and to execute all agreements, instruments and other documents, in such form and as each of such officer(s) considers necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof; the taking of any such action and execution of any such agreement, instrument or document to be conclusive evidence of the due authorization thereof by the Executive Committee of the IMPO.

**SECTION 4:** This Resolution shall be effective immediately upon its passage.

* * * * *

**PASSED** by the Executive Committee of the Indianapolis Metropolitan Planning Organization by a vote of ____ ayes and ____ nays this ___ day of _____, 2022.

_____
J. Andrew Cook
Chair, Indianapolis MPO Executive Committee

_____
Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

4843-4174-0739v2

# EXHIBIT A

# CONTRACTS AND ENGAGEMENTS

**CAPITOL ASSETS, LLC**

To negotiate and execute an agreement with Capitol Assets, LLC, to provide the Indianapolis Metropolitan Planning Organization with strategic communication directly with key legislators regarding regional challenges in Central Indiana, not limited to consulting on funding, funding formulas, taxes and legislative policy, their impacts and long term growth strategies for an amount not to exceed $58,000.00 utilizing 100% local match funds provided by IMPO membership dues. The agreement extends to December 31, 2023.

**LELANDER, LLC**

To negotiate and execute an agreement with Lelander, LLC, to provide the Indianapolis Metropolitan Planning Organization with maintenance support for the existing IMPO CMS website for an amount not to exceed $30,500.00 utilizing 80% federal funds provided by the IMPO ($24,400.00) and 20% local match funds provided by IMPO membership dues ($6,100.00) The agreement extends to December 31, 2023.

**PYANGO, LLC**

To negotiate and execute an agreement with Pyango, LLC, to provide the Indianapolis Metropolitan Planning Organization with SAAS accounting modules to supplement Oracle NetSuite software services for an amount not to exceed $80,237.00 utilizing 80% federal funds provided by the IMPO ($64,189.60) and 20% local match funds provided by IMPO membership dues ($16,047.40) The agreement extends to December 31, 2025.

**MOORE IACOFANO GOLTSMAN, INC**

To negotiate and execute an agreement with Moore Iacofano Goltsman, Inc., to provide the Indianapolis Metropolitan Planning Organization with an update of the 2019 Regional Activity Centers project expanding the geographic area and use new demographic and economic data to identify 2022/2023 existing and emerging activity centers for an amount not to exceed $90,000.00 utilizing 80% federal funds provided by the IMPO ($72,000.00) and 20% local match funds provided by IMPO membership dues ($18,000.00) The agreement extends to December 31, 2023.

**CAMBRIDGE SYSTEMATICS, INC**

To negotiate and execute an agreement with Cambridge Systematics Inc., to assist the Indianapolis Metropolitan Planning Organization in the update for planning scenarios to reflect updated planning data and provide related consulting services to assist the IMPO's development of the 2020 Metropolitan Planning Area boundary for an amount not to exceed $50,000.00 utilizing 80% federal match fund provided by the IMPO ($40,000.00) and 20% local match funds provided by IMPO membership dues ($10,000.00) The agreement extends to December 31, 2023.

# EXHIBIT B

# FORM OF LICENSE AGREEMENT

**CITY OF INDIANAPOLIS**

To allow the IMPO Executive Director to negotiate and enter into a License Agreement of the current IMPO office space generally described as 2,944 square feet located at 200 E. Washington St., Indianapolis, IN 46204, City County Building Suite 2322 not to exceed $58,377.11 and utilizing 80% federal funds provided by the IMPO and 20% local match funds provided by IMPO membership dues. The term of the agreement will begin upon execution and extend for one year from the date of execution.

# A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION APPROVING CERTAIN ACTIONS REGARDING THE REGIONAL ECONOMIC ACCELERATION AND DEVELOPMENT INITIATIVE PROGRAM

Resolution Number 2022-EXEC-018

**WHEREAS,** the Indianapolis Metropolitan Planning Organization (the "IMPO") is established under IC 36-7-7.7 *et seq.* with the purpose to institute and maintain a comprehensive planning and programming process for the Indianapolis Metropolitan Planning Area ("Planning Area"); and

**WHEREAS,** the IMPO Executive Committee ("Executive Committee"), a committee of the IMPO, is the overseeing body for the IMPO, other than for transportation-related funding activities of the IMPO under applicable U.S. Department of Transportation regulations; and

**WHEREAS,** pursuant to Resolution Number 2022-Exec-16, the IMPO has received a grant (the "Grant") under the State of Indiana's Regional Economic Acceleration and Development Initiative ("READI") from the Indiana Economic Development Corporation which was memorialized in the Grant Agreement attached hereto as Exhibit A and incorporated into this Resolution; and

**WHEREAS,** the Grant funds used for READI program by the State of Indiana are pass through federal monies granted from Coronavirus State and Local Fiscal Recovery Funds, a part of the American Rescue Plan Act, which will be distributed and used both inside and outside of the Planning Area; and

**WHEREAS,** the IMPO has previously entered into a Memorandum of Understanding (the "MOU"), a copy of which is attached hereto as Exhibit B and incorporated into this Resolution, with the members of the 180 Alliance, which memorialized and otherwise documented the 180 Alliance's agreement for the IMPO to serve as 180 Alliance's fiscal agent and grantee responsible for receiving and administering the READI Grant dollars for the READI program; and

**WHEREAS,** pursuant to Resolution Number 2022-Exec-15, the IMPO has previously entered into a Subrecipient Agreement, a copy of which is attached hereto as Exhibit C and incorporated into this Resolution, with the Hancock County Economic Development Council; and

**WHEREAS,** the IMPO desires to request that certain subrecipients and vendors provide certain services relating to the Grant; and

**WHEREAS,** it is the desire of the Executive Committee to authorize and approve certain actions as further set forth in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED,** by the Executive Committee of the IMPO as follows:

**SECTION 1:** That the Executive Director or any staff necessary are authorized to select subrecipients and enter into Subrecipient Agreements in the form attached hereto and incorporated herein by reference as Exhibit D.

**SECTION 2:** That the Executive Director or any staff necessary are authorized to select vendors and enter into Vendor Agreements in the form attached hereto and incorporated herein by reference as Exhibit E.

**SECTION 3:** That the Executive Committee ratifies the MOU.

**SECTION 4:** That any prior action taken by the Executive Director or any staff necessary in connection with the items approved herein is hereby ratified and adopted as actions on behalf of the IMPO.

**SECTION 5:** That any officer, including but not limited to the Executive Director of the IMPO, and each of them, is authorized and empowered to execute all agreements, instruments and other documents, in such form and as each of such officer(s) considers necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof; the taking of any such action and execution of any such agreement, instrument or document to be conclusive evidence of the due authorization thereof by the Executive Committee of the IMPO.

**SECTION 6:** This Resolution shall be effective immediately upon its passage.

* * * * *

**PASSED** by the Executive Committee of the Indianapolis Metropolitan Planning Organization this ___ day of _____, 2022.

_____
J. Andrew Cook
Chair, Indianapolis MPO Executive Committee

_____
Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

# EXHIBIT A

## THE GRANT AGREEMENT

# GRANT AGREEMENT

This Grant Agreement (the "**Grant Agreement**"), entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and the **INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION** (the "**Grantee**"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Grant Agreement; Funding Source.**
IEDC is a pass-through subrecipient of federal monies granted from Coronavirus State Fiscal Recovery Funds to the State of Indiana (the "**Federal Program**"). The purpose of this Grant Agreement is to enable the IEDC to award a Grant of $20,000,000.00 (the "**Grant**") to the Grantee, a lower tier subrecipient under the Federal Program, for Eligible Costs (as herein defined) to implement programs as outlined in the Grantee's grant application (the "**Plan**") including awards ("**Sub-Grants**") to other public and private entities ("**Subrecipient(s)**") for the performance of a service or project (individually a "**Project**" collectively the "**Projects**") as described in **Exhibit A** to this Grant Agreement, which is incorporated fully herein and which may be amended from time to time. The Grant shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The Grant received by the Grantee pursuant to this Grant Agreement shall be used only to implement or fund a Project in conformance with this Grant Agreement and for no other purpose.

A. Grant Information:

(1) Assistance listing (CFDA) number: 21.027

(2) Assistance Listing Title: Coronavirus State and Fiscal Recovery Funds

(3) Federal Award Name: Coronavirus State Fiscal Recovery Funds (SLFRF)

(4) Federal Award Identification Number: N/A

(5) Federal Award Date: March 11, 2021

(6) Name of Federal Agency: U.S. Department of the Treasury

(7) Subrecipient unique entity identifier(s): DYDNSJ6R3VU7

(8) If applicable to a Subrecipient, Grantee shall require any such Subrecipient to provide their indirect cost rate, as defined in 2 CFR § 200.414, as amended from

time to time, for Sub-Grants. Such information shall be posted to the Grant Management Tool at the direction of the IEDC.

(9) "**Eligible Costs**" are defined as:

a. Statutory Uses:

i. To respond to the COVID-19 public health emergency or its negative economic impacts.

ii. To respond to workers performing essential work during the COVID-19 public health emergency by providing grants to eligible employers that have eligible workers who performed essential work;

iii. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and/or

iv. To make necessary investments in water, sewer, or broadband infrastructure.

b. "**Administrative Uses**". Administrative Uses shall include but are not limited to project support costs, Grant management, Grant compliance, office personnel, legal fees subject to the limitations of 2 CFR §§ 200.435 and 200.441, accounting fees, audit fees and all other administrative costs not specifically prohibited by this Grant Agreement.

(10) Closeout of Grant: The IEDC and Grantee shall comply with all applicable administrative actions and work required by 2 CFR § 200.344, as amended from time to time.

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

A. The Grantee expressly represents and warrants to the IEDC that it is eligible to receive Grant funds and that the information set forth in its Plan is true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that it was ineligible to receive the funds, made any misrepresentation on its Plan or used funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement.

B. If Grant funds are awarded to a Subrecipient, Grantee shall require each Subrecipient to represent and warrant to the Grantee that it is eligible to receive the Grant funds and that the information set forth in its Claim Form (as herein defined) is complete and accurate. The Grantee agrees to diligently pursue the repayment of all funds paid to said Subrecipient should it be determined that it was ineligible to receive the funds,

made any misrepresentation on its Claim Form or used Grant funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement or the Claim Form.

C. The Grantee represents, as is applicable, that it is currently in compliance with and shall remain in compliance with 2 C.F.R. Part 25, requiring registration in the federal System for Award Management (SAM.gov) as amended from time to time, and 2 C.F.R. Part 170, requiring reporting of subaward and executive compensation information, as amended from time to time.

**3. Grant Funding.**

A. The IEDC shall fund this Grant in the amount of $20,000,000.00.

B. The Grantee agrees that local and private dollars will be expended by the Grantee and Subrecipients for projects funded by this Grant at the minimum of a 4:1 ratio to Grant dollars provided under this Grant Agreement by the completion of the Plan. The 4:1 match must be comprised of a minimum of a 1:1 ratio in Grant dollars to local public funding by the completion of the Plan. Public funding may, as appropriate, include private non-profit economic development organizations and foundations. Grantee must provide evidence of compliance with this paragraph 3(B) upon completion of the Plan in a format designated by the IEDC.

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

D. The Grantee shall remain in compliance with the federal statutes and regulations at 2 C.F.R. 200 *et seq.*, the Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards, including but not limited to Subparts A-F, as required by the Grant. By submitting a claim under Paragraph 6, the Grantee certifies to the IEDC that all payment claims are allowable, allocable, and reasonable in accordance with 2 C.F.R. 200.403 and the other cost principles in Subpart E of Part 200, as all are amended from time to time.

**4. Term.**

A. This Grant Agreement is effective January 1, 2022 and shall remain in effect through December 31, 2026 ("**Expiration Date**"). The term of this Grant Agreement may be extended upon the written agreement of the parties and as permitted by State or federal laws governing this Grant.

B. Grant funds must be obligated by December 31, 2024 ("**Grant Obligation Date**") and may continue to be liquidated through December 31, 2026. On or before June 1, 2023, a plan must be submitted to the IEDC detailing how all currently unobligated

funds will be obligated by the Grant Obligation Date. If Grantee is not able to obligate funds by the Grant Obligation Date, the IEDC may reallocate Grant funds.

C. Project Claim Forms, as further defined in Paragraph 5 below, must be submitted to the IEDC for approval by June 30, 2023, unless an extension of time has been granted in writing.

D. The Grantee shall have sixty (60) days following to the Expiration Date to submit all final claims for disbursement of Grant funds under this Grant Agreement.

E. Any provisions which, by their nature, are intended to apply after the termination of this Grant Agreement shall survive the termination of the Grant Agreement until their purposes are fulfilled.

**5. Implementation of and Reporting on the Plan.**

A. The Grantee shall be solely responsible for carrying out all planning and coordination activities necessary to distribute Grant funds and implement those Projects selected from the Plan in accordance with this Grant. Modification of the Plan shall require prior written approval of the IEDC, which approval shall not be unreasonably withheld or delayed.

B. For each Project for which the Grantee requests disbursement of funds, the Grantee shall submit to IEDC a Project Claim Form (the "**Claim Form**").

(1) The Claim Form, attached herein by reference, will be made available to the Grantee through an online Grant Management Tool or file sharing platform (the "**Grant Management Tool**"), which is attached herein by reference and subject to reasonable modification over time.

(2) A separate Claim Form must be completed for each Project.

(3) Each Claim Form shall include:

(a) A detailed description of the Project and its alignment with the Plan (if not already a part of the Plan).

(b) All required programmatic data and performance indicators, as fully described on the Grant Management Tool.

(c) A detailed budget including all sources and uses of funding required to implement the Project ("**Project Budget**").

(i) After the IEDC approves a Claim Form, the Project Budget funded by this Grant Agreement, and those funded by any local and/or private party, shall not experience a Material Change (as herein defined) without the prior

written consent of the IEDC.

(ii) For any in-kind contribution, the Grantee, or Subrecipient as applicable, shall provide a reasonable value associated with each such contribution. The IEDC may question the value attributed to an in-kind contribution, request supporting documentation, and request an adjustment by the Grantee before a Claim Form is approved.

(d) The amount of any administrative fee to be withheld by the Grantee to implement the Project or for other Administrative Uses, shall not exceed the limits established in Paragraph 5.C. of this Grant Agreement, and Grantee shall provide a detailed description of the services that will be rendered by the Grantee with support of the administrative fee.

(e) The name and contact information for the Grantee and any Subrecipients, and a certification from the Grantee and Subrecipients that they are in compliance with all applicable State and federal laws.

(f) Any other information or documentation required by the IEDC.

(4) The Grantee may submit Claim Forms for Projects not initially included in the Plan as an additional Project or Projects of the Plan, provided that such Projects may be subject to additional requests for information or documentation from the IEDC. If a Claim Form for a Project not initially included in the Plan is approved by the IEDC, the Project shall automatically become part of the Grantee's Plan.

(5) The IEDC shall have thirty (30) days to evaluate a submitted Claim Form and provide notice of its decision to approve or deny the Claim Form. If additional time is needed to evaluate a submitted Claim Form, the IEDC shall notify the Grantee of a date by which its decision can be expected. The IEDC agrees that it will not unreasonably extend any such review.

(6) The Grantee understands and agrees that the IEDC retains the right to approve or deny a Claim Form, as solely determined by the IEDC in accordance with this Grant Agreement.

(7) The IEDC may condition its approval of a submitted Claim Form as it deems appropriate. The Grantee may then accept, reject, request further revision to the conditional approval, or submit an amended Claim Form. A conditionally approved claim form shall only be considered approved if the Grantee gives written notice of its acceptance of such Claim Form and subsequently provides documentation of its satisfaction of the IEDC's conditions.

(8) The IEDC may at any time (before or after the IEDC's approval of a Claim form) request from the Grantee, in writing, any additional information or documentation relating to a Project necessary for the IEDC to perform its obligations under this

Grant Agreement. The Grantee shall use its best efforts to obtain these materials and provide them to the IEDC within a reasonable time period.

(9) After a Claim Form is approved by the IEDC, the Grantee shall provide notice to the IEDC of any Material Changes to a Project. A "Material Change" occurs when there is any:

a. Increase in the total cost of a Project of five percent (5%) or more and which, as a result of that increase, would require additional Grant funds for the Project;

b. Change in the nature of a Project from the Grantee's submission on the approved Claim Form, including a change in how the Grant funds will be used for an approved Project, such as to provide funding for administrative services at a daycare facility rather than to construct the daycare facility.

(10) After no longer than ten (10) business days after receipt of a notice of Material Change, the IEDC will notify the Grantee if an amended Claim Form is required to proceed with the Project.

(11) In the event there is a Material Change requiring an amended Claim Form, such Claim Form will be subject to the IEDC's further approval or denial.

(12) It is expressly understood and agreed by the Grantee and the IEDC that the Grantee may distribute the funds granted to the Grantee hereunder to Subrecipients (the "**Subrecipients**") to perform a Project as the Grantee deems acceptable, provided however, the Grantee shall remain obligated to perform all of its obligations under this Grant Agreement and/or to ensure that Subrecipients comply with the same, if applicable.

(13) The Grantee shall be solely responsible for overseeing and/or completing the proper design and implementation of a Project approved by the IEDC. The Grantee shall make certain that it and any Subrecipient completes an approved Project in accordance with this Grant Agreement, the approved Claim Form, and its Plan.

(14) The Grantee may enter into any contracts or agreements necessary or incidental to the performance of this Grant Agreement; however, the IEDC shall not be bound by any contracts or agreements of the Grantee's unless otherwise agreed to by the IEDC in writing.

(15) The Grantee understands and agrees that the Grantee and any of its own selected Subrecipients are solely responsible for selection of vendors, contractors, other sub-Subrecipients or similar parties for the performance of Projects. The IEDC has no role in selecting a vendor, contractor, Subrecipient (except for approval of the Claim Form), or similar party for the performance of Projects, regardless of whether the Grantee has listed the vendor, contractor, Subrecipient, or similar

party on the Claim Form.

(16) After a claim form is submitted, the Grantee shall submit to the IEDC, through the Grant Management Tool, written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis not later than the seventh ($7^{th}$) day of the month following the month subject to the report and shall contain such detail of progress or performance on the Plan and any Projects funded through this Grant Agreement as is requested by the IEDC.

C. The Grantee and the IEDC agree that a portion of the funds provided under this Grant Agreement may be used for Administrative Uses for the Projects, Federal Program, Grant and to implement the Grantee's Plan in compliance with all applicable State and federal laws. The Grantee shall account for the use of these administrative funds in the monthly report it submits to the IEDC as provided in Paragraph 5(B)(16). The parties agree that:

(1) The Grantee shall receive one half of one percent (0.50%) of the Grant funds as a reduction of the Grant amount from the IEDC within thirty-five (35) days from the Effective Date, which may be used by the Grantee for Administrative Uses.

(2) The Grantee may request, in a submitted Claim Form, to retain up to three percent (3%) of the total cost of each Project from the Grant funds requested in the Claim Form, which may be used by the Grantee for Administrative Uses. No more than three percent (3%) of the total Grant funds may be claimed by the Grantee for its Administrative Uses.

(3) The IEDC will retain three percent (3%) of the total Grant funds, as a reduction to the total Grant amount, for the IEDC's costs associated with overseeing this Grant Agreement, monitoring the Grantee's compliance with applicable State and federal laws in accordance with Paragraph 9, and providing advisory services to facilitate the Grantee's successful implementation of its Plan.

**6. Payment of Claims.**

A. If advance payment or a working capital advance of all or a portion of the Grant funds for a Project is permitted by statute or regulation, and the IEDC agrees to provide such advance payment or working capital advance, advance payment shall be made only upon submission of a Claim Voucher ("**Claim Voucher**"), attached hereto as **Exhibit B** and made apart hereof, setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide IEDC with a reconciliation of those expenditures. Otherwise, the Grantee shall review and approve all Claim Vouchers submitted by Subrecipients for Project expenditures eligible for Grant funds, which shall then the be reviewed and approved by the IEDC. All requests for Projects performed directly by the Grantee shall be reviewed by the IEDC. Disbursements of Grant funds shall be made by the IEDC within thirty-five (35) days of IEDC approval. As required by IC § 4-13-2-14.8, as amended from time to time, all payments will be

by direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher. Such Claim Vouchers must be submitted with an accounting of expenditures organized by Project.

C. The IEDC may require evidence, furnished by the Grantee, that the Project is materially compliant with the timeline provided in the Claim Form. All payments are subject to the IEDC's determination that the Grantee's, or Subrecipient's, performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claim Vouchers shall be submitted to the IEDC within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The IEDC has the discretion, and reserves the right, to NOT pay any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the IEDC within sixty (60) calendar days after termination or the Expiration Date. Payment for claims submitted after that time may, at the discretion of the IEDC, be denied. Claims may be submitted on a monthly basis only. Grant funds that have been advanced and are unexpended at the time that the final claim is submitted shall be returned to the State.

E. Claim Vouchers must be submitted with accompanying supportive documentation, as designated by the IEDC. Claim Vouchers submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to correct said issues may result in the denial of a claim for payment.

**7. Project Monitoring by the IEDC.**

The IEDC may conduct on-site or off-site monitoring reviews of a Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend to the IEDC and its authorized designees its full cooperation and give full access to its Project sites and to relevant documentation; or, if applicable, the Grantee shall require each Subrecipient to provide full cooperation and access to its Project sites and relevant documentation to the IEDC, or its authorized designees, for the purpose of determining, among other things:

A. Whether Project activities are consistent with those set forth in the Claim Form, including any modification agreed to by the IEDC, and the terms and conditions of the Grant Agreement;

B. The actual expenditure of State, local and/or private funds expended to date on the Project is in conformity with the amounts for each Project Budget and the Claim Form, and that unpaid costs have been properly accrued;

C. That Grantee is making timely progress with the Project, and that its project management, financial management, control systems, procurement systems, methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the IEDC.

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

A. The Grantee, any fiscal agent of Grantee, and Subrecipients shall submit to an audit by the State, or its authorized designee, of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of five (5) years after final payment for inspection by the IEDC or its authorized designee. One (1) Copy shall be furnished to the IEDC at no cost.

B. Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. Separate and apart from the Grantee's status in paragraph 8.B, if the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts ("**SBA**") Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, found at: https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf, as amended from time to time.

**9. Compliance with Laws.**

A. The Grantee and IEDC shall work together to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions, including but not limited to federal laws and guidance of the ARPA Act, U.S. Treasury guidance and policies, OMB and SBA policies and procedures for reporting, SBA guidance on administration and tracking of federal COVID funds, and any policies or procedure implemented by IEDC for administration of the program. All such materials required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the IEDC and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IEDC as set forth in IC § 4-2-6, *et seq.*, IC §

4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a State officer, employee, or special State appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that, to the best of its knowledge, it is not presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Grantee agrees that any payments currently due to the IEDC may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the IEDC.

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

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

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

G. If the IEDC is asked by the State Budget Agency or any agency or instrumentality of the Federal government to repay any Grant funds that the IEDC has disbursed to Grantee, the Grantee shall, within thirty (30) days, reimburse those funds to the IEDC.

H. As required by IC § 5-22-3-7, as amended from time to time:

(1) The Grantee certifies (and Grantee shall require any Subrecipient to certify) that:

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

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

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

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

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

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

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

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law, all as amended from time to time; and

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

I. The Grantee shall complete and return the Information and Questionnaire, attached as **Exhibit C** and incorporated fully herein. In addition, the Grantee shall require all Subrecipients to complete the same prior to any award.

J. Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer commissioner, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious

actions by such individual.

**10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency, or political subdivision of the State.

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

**11. Drug-Free Workplace Certification.**

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.**

As required by IC § 22-5-1.7, as amended from time to time, if the Grantee has employees, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the IEDC that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien;

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

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

**13. Funding Cancellation.**

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, as amended from time to time, when the Director of the State Budget Agency makes a written

determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Disputes and Governing Law.**

A. In the event of a dispute between IEDC and the Grantee, other than that addressed by Section 9(D) above, the parties agree to cooperatively negotiate a resolution and escalate to senior management as needed. For any disputes that remain in controversy after thirty (30) days, either party may, at its own expense, initiate legal action. Both parties agree that disputes shall not be arbitrated.

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

**15. Information Technology Accessibility Standards.**

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

**16. Insurance.**

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

**17. Nondiscrimination.**

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

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

**18. Notice to Parties.**

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

A. INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

B. Notices to the Grantee shall be sent to:
Attn: Executive Director
200 E Washington St – Ste 2322
Indianapolis IN 46204
E-mail: __anna.gremling@indympo.org_____

**19. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law, including those identified in paragraph 9, above; (2) this Grant Agreement; (3) Exhibits prepared by the IEDC; (4) the Grant Management Tool; (5) the Plan; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.**

The Grantee acknowledges that the IEDC will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2, as amended from time to time. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure of the Grantee, for a Grantee Project, to complete the Project and expend Grant funds in accordance with this Grant Agreement may be considered a material breach and shall entitle the IEDC to suspend Grant payments associated with said Project, and

to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The Grantee shall require each Subrecipient to warrant to complete its Project and expend Grant funds in accordance with this Grant Agreement. Breach of said warranty shall entitle the IEDC to suspend Grant payments associated with said Project, and to suspend the Subrecipient's receipt of Grant funds.

C. The expenditure of Grant funds other than in conformance with this Grant Agreement may be deemed a breach. The Grantee explicitly covenants that it shall within thirty (30) days repay to the IEDC all funds not spent in conformance with this Grant Agreement. If IEDC is subject to any fine, penalty or fee as a result of the Grantee's improper expenditure of Grant funds, the Grantee shall fully reimburse the IEDC for any incurred expense.

**22. Termination for Convenience.**

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, the IEDC determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The IEDC will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original Grant. In all instances of termination for breach or for convenience, the subrecipient will be provided notice and an opportunity for a hearing according to 2 CFR 200.340 through 200.343, as amended from time to time.

**23. Travel.**

No expenses for travel will be reimbursed.

**24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.**

The IEDC acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the IEDC and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**25. Assignment.**

The Grantee shall not assign this Grant Agreement without advanced approval from IEDC. Unauthorized assignment is a material breach of this Grant Agreement.

**26. Subrecipient Agreements.**

After approval of a Claim Form by the IEDC, the Grantee may enter into "**Subrecipient Agreements**" with Subrecipients for an approved Project. The Grantee shall flow down all federal and State regulatory provisions and clauses that are herein or incorporated herein and applicable to Subrecipients. All elements required by 2 CFR § 200.332(a) shall be included in the subawards made by the Grantee.

**27. Non-Waiver and Severability.**

Failure of either party to insist upon strict performance of any term or condition herein or to exercise any rights or remedies shall not be construed as a waiver of that party's right to assert any of the same or rely on any such term or condition at any time thereafter. Invalidation of any term, in whole or in part, shall not affect the validity of the other parts.

**28. Non-Collusion, Acceptance.**

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

**29. Indemnification.**

Unless due to the negligence the IEDC, the Grantee shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Grantee or its subcontractor(s), and from all judgments recovered therefrom and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Grantee and/or subcontractor(s), agents, officers, or employees in connection with performance of this Grant Agreement. The IEDC shall not provide such indemnification to Grantee.

**30. Public Relations and Marketing.**

All external facing communications related to this Grant and the Plan, including but not limited to marketing, public relations and social media materials and content, shall be developed in consultation with the IEDC and receive IEDC and Grantee written approval prior to publication. Communications should include appropriate reference to the IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Grant, including the use of the IEDC logo and IEDC social media tags and reference to IEDC social media accounts. All communications required under this paragraph shall be sent to READI@iedc.in.gov.

31. **Use of the IEDC Name.**
The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Grantee agrees that it will not use the name or intellectual property, including, but not limited to, IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. In all cases in which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

32. **Obligations Limited to Grantee.** Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer, commissioner, board member, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious actions by such individual.

*Signatures on Following Page -- Remainder of Page Intentionally Left Blank*

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

**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**

Anna M Gremling

Signature

Anna M Gremling, Executive Director

Printed Name and Position/Title

Date: 8/1/22

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**

**David Rosenberg, Executive Vice President**

**(Digital Signature Stamp Below)**

DR 8.9.2022

**STATE BUDGET AGENCY**

Joseph M. Haling (for)

Zachary Q. Jackson
Director

Date: 8/24/2022

# EXHIBIT A

The complete Exhibit A can be found at the following link:

https://www.iedc.in.gov/program/indiana-readi/regions

# Exhibit B

ITEM 5

**CLAIM VOUCHER**

Indianapolis Metropolitan Planning Organization

INVOICE

Street Address
City, ST ZIP Code
Phone 405.555.0190 Fax 405.555.0191

**DATE:** July 19, 2022
**Entity Invoice #**
**IEDC Grant ID :** 423734
**Project #**

**Remit Via email to:**
Indiana Economic Development Corporation
processing@iedc.in.gov
One North Capital Ave Suite 700
Indpls IN 46204

| IEDC USE ONLY | |
|---|---|
| **Purchase Order #** | |
| **Invoice #** | |
| **Voucher #** | |

| DESCRIPTION | AMOUNT |
|---|---|
| **Itemized** (provide budget categories if applicable) | |
| **Progress Report** | |
| **TOTAL** | |

*I am authorized to present this claim for reimbursement. I certify that the account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.*

Name: _____ Title: _____

Signature: _____ Date: _____

# State of Indiana American Rescue Plan Act

## Coronavirus State and Local Recovery Funds

## CFDA: 21.027

## Information and Questionnaire for Subrecipients

### SUBRECIPIENT INFORMATION

| | |
|---|---|
| Entity Name | Indianapolis Metropolitan Planning Organization |
| Address | 200 E Washington Street, Suite 2322, Indianapolis, IN 46204 |

**Contact Person:**

| | |
|---|---|
| Name | Anna Gremling |
| Email | anna.gremling@indympo.org |
| Phone Number | 317-327-5487 |

**Type of Entity**

**Approximate Total Entity-Wide Annual Operating Budget**

| | Previous Fiscal Year | Current Fiscal Year |
|---|---|---|
| Federal Funds | $ 2,381,757.00 | $ 2,110,915.00 |
| Non Federal Funds | $ 595,439.00 | $ 527,729.00 |

**Chief Executive and Staff, Tenure in Office**

| | Name | Years |
|---|---|---|
| Chief Executive Official | Anna Gremling | 10 |
| Chief Financial Officer | Kristyn Sanchez* | 9 |
| Grant Program Manager | Rose Scovel** | 3 |

* Official title: Senior Finance Analyst I
** Official title: Principal Planner I

**GENERAL ASSESSMENTS**

1. Is the entity new to operating or managing federal funds (has not done so within the past five years)?

   Yes [ ] No [X]

2. Has there been high staff turnover or agency reorganization that affects this program?

   Yes [ ] No [X]

3. Is staff assigned to the program experienced with managing federal funds?

   Yes [X] No [ ]

**AUDIT REQUIREMENTS**

1. Was the entity required to obtain a single audit for its most recently completed fiscal year?

   Yes [X] No [ ]

2. Did the entity obtain the required audit?

   Yes [X] No [ ]

3. Was the audit report free of findings?

   Yes [X] No [ ]

4. Were audit reports free of questioned costs?

   Yes [X] No [ ]

5. Was a corrective action plan required?

   Yes [ ] No [X]

# EXHIBIT B

# MEMORANDUM OF UNDERSTANDING

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# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION AND
# THE MEMBERS OF THE 180 ALLIANCE

**THIS MEMORANDUM OF UNDERSTANDING** (the "MOU") is entered into this 26th day of August, 2022 (the "Effective Date") by and between the Indianapolis Metropolitan Planning Organization (the "IMPO") and the members of the 180 Alliance (the "180 Alliance").

**WHEREAS,** 180 Alliance was formed in 2021 as a collaboration to develop a regional development plan and for the pursuit of funding from the State of Indiana's READI initiative; and

**WHEREAS,** participating members of the 180 Alliance include representatives from Boone, Hendricks, Johnson, Montgomery, Morgan and Putnam counties; and

**WHEREAS,** the 180 Alliance will serve as the informal organization overseeing the implementation of READI funding; and

**WHEREAS,** on May 6, 2022, the Executive Committee of the 180 Alliance held an in-person meeting regarding certain organizational structure decisions; and

**WHEREAS,** on July 15, 2022, the 180 Alliance issued Record of Decision Number 1 (the "Decision"), a copy of which is attached hereto and incorporated herein by reference as Exhibit A, which authorized the IMPO to serve as 180 Alliance's Fiscal Agent and Grantee responsible for receiving and administering the READI grant dollars for the READI Program, under the direction of the 180 Alliance Executive Committee; and

**WHEREAS,** the purpose and intent of this MOU is to memorialize and otherwise document the 180 Alliance's agreement for the IMPO to serve as 180 Alliance's Fiscal Agent and Grantee responsible for receiving and administering the READI grant dollars for the READI Program, as set forth herein;

**NOW THEREFORE,** the IMPO and the 180 Alliance agree as follows:

1. **INTERPRETATION AND INTENT**. The "MOU", as referred to herein, shall mean this MOU executed by the 180 Alliance and the IMPO, and shall include these Terms and Conditions, any Exhibits hereto and all addenda issued. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the 180 Alliance and the IMPO. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the MOU have been made by the 180 Alliance or the IMPO which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed under this MOU or other rights or obligations of the 180 Alliance or the IMPO the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon the 180 Alliance and affording

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the greater right or remedy to the IMPO, shall govern. This MOU shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

2. **FISCAL AGENT AND GRANTEE**. The 180 Alliance hereby agrees that the IMPO shall serve as 180 Alliance's Fiscal Agent and Grantee responsible for receiving and administering the READI grant dollars for the READI Program, as authorized by the Decision.

3. **SCOPE OF SERVICES**. The IMPO shall perform the services attached as Exhibit B and made part of this MOU (the "Services").

4. **TERM OF MOU**. This MOU shall commence on the Effective Date and end on the 31st day of December, 2026. The term of this MOU may be extended by mutual consent of the 180 Alliance and the IMPO. A renewal shall be only by written instrument signed by both the 180 Alliance and the IMPO and attached hereto as an amendment. All other terms and conditions of the MOU shall remain the same as set forth herein.

5. **COMPENSATION**. The 180 Alliance shall pay the IMPO Three Hundred Fifty One Thousand Six Hundred Dollars ($351,600) for the Services in installments drawn from the Grant administrative fee through the IEDC Grant portal. The IEDC will pay the IMPO within forty-five (45) days after receipt of invoices using the Grant administrative funds.

6. **AMENDMENTS**. Any revision to this MOU, including Exhibits, shall only be made by written amendment to this MOU signed by both the 180 Alliance and the IMPO.

7. **TERMINATION OF MOU**. This MOU may be terminated in whole or in part in writing by the IMPO for convenience.

8. **COMPLIANCE WITH GRANT**. All activities authorized by this MOU shall be performed in accordance with the Grant from the Indiana Economic Development Corporation (the "IEDC"), a copy of which is attached hereto and incorporated herein by reference as Exhibit C.

9. **SUBCONTRACTING**. The performance covered by this MOU shall not be subcontracted, assigned or delegated without the prior written consent of the other party. In the event of any such subcontracting, assignment or delegation, the 180 Alliance shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. The 180 Alliance shall be responsible for compliance by any person or persons to whom such responsibilities or obligations are sublet, assigned or delegated under this MOU and the 180 Alliance shall be held liable for any such person or persons not following the

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provisions of this MOU. The IMPO shall have no obligation whatsoever toward such persons. The 180 Alliance shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve the 180 Alliance of any responsibility for performing under this MOU.

10. **EQUAL OPPORTUNITY AND NONDISCRIMINATION**. The parties agree to comply with equal opportunity requirements applicable to Grant activities. Specifically, the parties agree 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. 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.

C. 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.

D. 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.

11. **COMPLIANCE WITH LAWS**. The parties agree to abide by all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions, including but not limited to the Drug-Free Workplace Act of 1988 and those federal rules and regulations referred to in this MOU.

12. **COMPLIANCE WITH FEDERAL THIRD-PARTY CONTRACT PROVISIONS**. The parties agree to abide by all federal and IEDC contract provisions.

13. **DEBARMENT**. To the extent required by law, the parties certify, by entering into this MOU, that neither it nor its principals are presently debarred, suspended, proposed MOU debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this MOU means an officer, director, owner, partner, key

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employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of a party.

14. **PUBLIC RELATIONS AND MARKETING**. The 180 Alliance agrees to comply with the terms of the Grant relating to public relations and marketing and the terms of the Grant relating to the use of the IEDC name.

15. **ACCESS TO RECORDS**. At any time during normal business hours and as often as the IMPO, IEDC, and/or the Comptroller General of the United States may deem necessary, the 180 Alliance shall make available to the IMPO, IEDC and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this MOU. Further, the 180 Alliance shall permit the IMPO, IEDC, 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 MOU.

16. **NECESSARY INFORMATION.** The 180 Alliance certifies that it will furnish to the IMPO, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules, regulations and ordinances, and all other units of local government, the State of Indiana, and the United States. To the extent applicable or required by law, the 180 Alliance further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this MOU. Failure of the 180 Alliance to comply with this paragraph shall constitute a material breach of this MOU.

17. **AUTHORITY TO BIND.** Notwithstanding anything in this MOU to the contrary, the signatory for the 180 Alliance represents that he/she has been duly authorized to execute agreements on behalf of such party and has obtained all necessary or applicable approval to make this MOU fully binding upon the 180 Alliance when his/her signature is affixed and accepted by the IMPO.

18. **ELECTRONIC SIGNATURE.** The 180 Alliance and the IMPO agree to signature both in counterparts and by facsimile.

19. **SEVERABILITY.** If any provision of this MOU is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this MOU which can operate independently of such stricken provisions shall continue in full force and effect.

20. **WAIVER.** The IMPO's delay or inaction in pursuing its remedies set forth in this MOU, or available by law, shall not operate as a waiver of any of the IMPO's rights or remedies.

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21. **ATTORNEYS' FEES.** The 180 Alliance shall be liable to the IMPO for reasonable attorneys' fees incurred by the IMPO in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of the 180 Alliance, or from 180 Alliance's failure to fulfill any provisions or responsibility provided herein.

22. **FORCE MAJEURE.** In the event that either party is unable to perform any of its obligations under this MOU – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster , strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this MOU shall immediately be suspended except for payment obligations with respect to services already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this MOU.

23. **CONFLICTS OF INTEREST**. The 180 Alliance shall require vendors, contractors and subrecipients with potential conflicts of interest to document such conflicts of interest. The 180 Alliance certifies and warrants that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this MOU has or will have any conflict of interest, direct or indirect, with the terms of this MOU.

24. **INDEMNIFICATION**. The 180 Alliance agrees to indemnify, defend, and hold harmless the IMPO and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this MOU by the 180 Alliance or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. IMPO shall not provide such indemnification to the 180 Alliance.

25. **GENERAL AGREEMENT OF PARTIES**. No waiver by either party of any default by the other party shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. In addition to any other remedy at law available to the parties, each party shall have the right to specific performance to enforce the terms of this MOU. Each party shall be responsible for their own legal costs and attorneys' fees incurred in enforcing against the other party any covenant, term or condition of this MOU.

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26. **NOTICES**. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing to such address as any party hereto may designate at any time in writing in conformity with this subsection.

| To the 180 Alliance: | To IMPO: |
|---|---|
| [_____] | Indianapolis Metropolitan Planning Organization |
| [_____] | 200 East Washington Street |
| [_____] | Suite 2322 |
| Attn: [_____] | Attn: Executive Director |
| [_____] | Indianapolis, IN 46204 |

27. **INDIANA LAW AND JURISDICTION**. This MOU shall be construed in accordance with the laws of the State of Indiana. The parties hereby irrevocably consent to the jurisdiction of the Courts of Marion County of the State of Indiana in connection with any action or proceeding arising out of or relating to this MOU or any documents or instrument delivered with respect to any of the obligations hereunder, and any action related to this MOU shall be brought in such County and in such Court.

28. **ENTIRE AGREEMENT**. This MOU contains the entire understanding of the parties with respect to the matters contained herein and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

29. **AMENDMENTS**. The terms and provisions of this MOU shall not be modified, altered or otherwise amended, except pursuant to a writing by the parties.

30. **SUCCESSORS AND ASSIGNS**. The 180 Alliance and IMPO each binds itself and its, successors and assigns to the other party of this MOU and to the, successors and assigns of such other party, in respect to all covenants of this MOU. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the IMPO.

31. **COUNTERPARTS**. This MOU may be executed in counterparts, and each such counterpart shall be an original instrument, but all counterparts together shall constitute a single agreement.

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IN WITNESS WHEREOF, the 180 Alliance and the IMPO have executed this MOU as of the Effective Date.

**180 ALLIANCE**

DocuSigned by:
Molly K Whitehead
0572CF3115194B6...

By: _____

Molly Whitehead

Printed: _____

Executive Director, Boone EDC & 180 Alliance Executive Committee Member

Title: _____

**THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**

DocuSigned by:
Anna Gremling
08ECFEC39ACE45E...

By: _____

Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

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# EXHIBIT A

## THE DECISION

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# 180 Alliance Record of Decision

**Record of Decision Number: 1**
**Topic: Organizational Structure**
**Issue Date: July 15, 2022**

**Description:**
The following Record of Decision summarizes the organizational structure decided upon during the in-person Executive Committee meeting held on May 6, 2022.

*Group Description*
180 Alliance was formed in 2021 as a collaboration to develop a regional development plan and for the pursuit of funding from the State of Indiana's READI initiative. Participating members of the 180 Alliance include representatives from Boone, Hendricks, Johnson, Montgomery, Morgan and Putnam counties. The 180 Alliance will serve as the informal organization overseeing the implementation of READI funding.

*Executive Committee*
The Executive Committee for the 180 Alliance includes up to two representatives from each county participating in the alliance. The Executive Committee includes:

- Boone County: Molly Whitehead, Jeff Wolfe
- Hendricks County: Brian Bilger, John Taylor
- Johnson County: Amanda Rubadue, Suzie Qualls
- Montgomery County: Mayor Todd Barton, Tom Klein
- Morgan County: Mike Dellinger, Josh Messmer
- Putnam County: Mayor Bill Dory, Kristin Clary

*Decision Making Structure*
Decisions regarding the READI projects for the 180 Alliance shall be made by majority vote of the Executive Committee. Each county shall have one vote, which may be rendered by either Executive Committee member. The Indianapolis MPO, acting as the Fiscal Agent for the project, has a tie breaking vote if necessary.

Fiscal Agent
The Indianapolis MPO will serve as the Fiscal Agent and Grantee responsible for receiving and administering the READI grant dollars for this program, under the direction of the 180 Alliance Executive Committee.

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## Vote Tabulation

| County | Yes | No |
|---|---|---|
| Boone County | M. Whitehead | |
| Hendricks County | J. Taylor | |
| Johnson County | A. Rubadue | |
| Montgomery County | T. Barton | |
| Morgan County | J. Messmer/<br>M. Dellinger | |
| Putnam County | B. Dory | |

*Note: Attach email documentation of votes.*

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# EXHIBIT B

## THE SERVICES

Indianapolis Metropolitan Planning Organization (IMPO)
Scope of Services for READI Fiscal Agent and Grant Management

Fiscal Agent:

1. Provide sub-recipient agreements to projects that are awarded READI funds and be responsible for legal review of sub-recipient agreements.
    a. Require sub-recipients to carry general liability insurance, workers' compensation insurance, and automobile insurance with the IMPO named additional insured. Policy amounts and details will be included in the sub-recipient agreements.
    b. Require sub-recipients to submit affidavit of participation in eVerify for their hiring processes.
    c. Require conflicts of interest to be disclosed in writing.
2. Provide separate accounting for the READI award, including the award amount, expenditures submitted via invoice, local match, and payments made to sub-recipients.
    a. Require sub-recipients provide a written progress report with each invoice.
    b. Process drawdown requests
3. Provide required information on the financial status of the projects in the READI portfolio to the Indiana Economic Development Corporation (IEDC).
4. Participate in regular meetings between the regional board and IEDC.
5. Coordinate with the project manager on timelines and deadlines.

Grant Management:

1. Review all IEDC Grant Management training and information.
2. Maintain the projects in the READI portfolio in the IEDC Grant Management tool.
3. Complete all mandatory grant management tasks required by IEDC on behalf of the region.
4. Participate in regular meetings between the regional board and IEDC.
5. Hold quarterly tracking meetings with sub-recipients to identify changes to work, timeline, budget, or compliance issues.
6. Develop and require a procurement process for the project types in the READI portfolio that is legally reviewed and compliant with US Treasury and Indiana rules on procurement with public funds.
    a. Assist sub-recipients with the procurement process and documentation to ensure compliance.

Not included:

1. Communication strategy and collateral including press releases, webpage, social media.
2. Public hearing facilitation/attendance

Staff

Anna Gremling, Executive Director

Anna (Tyszkiewicz) Gremling earned both her B.A. and master's degree in public administration at Grand Valley State University, where she serves on the Alumni Board of Directors. Anna moved to Indianapolis in 2005, joined the Indianapolis MPO in 2008 and was named Executive Director in 2012.

Sean Northup, Deputy Director

Sean Northup is the Deputy Director of the Indianapolis Metropolitan Planning Organization. Drawing on his diverse planning experience, Sean helps set the strategic direction of the department. His responsibilities include management of the MPO budget, federal grant management, and coordination of the planning, engineering, and public engagement efforts of Indy Connect, Central Indiana's Transit

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Initiative. Sean has earned two degrees from Ball State University's College of Architecture and Planning: a Bachelor of Urban Planning & Development, and a Master of Urban & Regional Planning.

Rose Scovel, AICP, Principal Planner I

Rose joined the MPO in August 2018 after working in the non-profit sector for 7 years providing training and technical assistance services to non-profits and governments around Indiana and across the country. Prior to her non-profit work, Rose was a private sector consultant for 8 years working for a large national engineering firm and a small boutique planning firm. Early in her career, Rose was on the staff at Ball State University for 5 years providing planning services and adult education programs connected to community and economic development. She holds a Bachelor of Urban Planning and Development degree and a Master of Public Administration degree from Ball State University and has been a member of the American Institute of Certified Planners since 2002.

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# EXHIBIT C

## THE GRANT

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# GRANT AGREEMENT

This Grant Agreement (the "**Grant Agreement**"), entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and the **INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION** (the "**Grantee**"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Grant Agreement; Funding Source.**
IEDC is a pass-through subrecipient of federal monies granted from Coronavirus State Fiscal Recovery Funds to the State of Indiana (the "**Federal Program**"). The purpose of this Grant Agreement is to enable the IEDC to award a Grant of $20,000,000.00 (the "**Grant**") to the Grantee, a lower tier subrecipient under the Federal Program, for Eligible Costs (as herein defined) to implement programs as outlined in the Grantee's grant application (the "**Plan**") including awards ("**Sub-Grants**") to other public and private entities ("**Subrecipient(s)**") for the performance of a service or project (individually a "**Project**" collectively the "**Projects**") as described in **Exhibit A** to this Grant Agreement, which is incorporated fully herein and which may be amended from time to time. The Grant shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The Grant received by the Grantee pursuant to this Grant Agreement shall be used only to implement or fund a Project in conformance with this Grant Agreement and for no other purpose.

A. Grant Information:

(1) Assistance listing (CFDA) number: 21.027

(2) Assistance Listing Title: Coronavirus State and Fiscal Recovery Funds

(3) Federal Award Name: Coronavirus State Fiscal Recovery Funds (SLFRF)

(4) Federal Award Identification Number: N/A

(5) Federal Award Date: March 11, 2021

(6) Name of Federal Agency: U.S. Department of the Treasury

(7) Subrecipient unique entity identifier(s): DYDNSJ6R3VU7

(8) If applicable to a Subrecipient, Grantee shall require any such Subrecipient to provide their indirect cost rate, as defined in 2 CFR § 200.414, as amended from

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time to time, for Sub-Grants. Such information shall be posted to the Grant Management Tool at the direction of the IEDC.

(9) "**Eligible Costs**" are defined as:

a. Statutory Uses:

i. To respond to the COVID-19 public health emergency or its negative economic impacts.

ii. To respond to workers performing essential work during the COVID-19 public health emergency by providing grants to eligible employers that have eligible workers who performed essential work;

iii. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and/or

iv. To make necessary investments in water, sewer, or broadband infrastructure.

b. "**Administrative Uses**". Administrative Uses shall include but are not limited to project support costs, Grant management, Grant compliance, office personnel, legal fees subject to the limitations of 2 CFR §§ 200.435 and 200.441, accounting fees, audit fees and all other administrative costs not specifically prohibited by this Grant Agreement.

(10) Closeout of Grant: The IEDC and Grantee shall comply with all applicable administrative actions and work required by 2 CFR § 200.344, as amended from time to time.

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

A. The Grantee expressly represents and warrants to the IEDC that it is eligible to receive Grant funds and that the information set forth in its Plan is true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that it was ineligible to receive the funds, made any misrepresentation on its Plan or used funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement.

B. If Grant funds are awarded to a Subrecipient, Grantee shall require each Subrecipient to represent and warrant to the Grantee that it is eligible to receive the Grant funds and that the information set forth in its Claim Form (as herein defined) is complete and accurate. The Grantee agrees to diligently pursue the repayment of all funds paid to said Subrecipient should it be determined that it was ineligible to receive the funds,

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made any misrepresentation on its Claim Form or used Grant funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement or the Claim Form.

C. The Grantee represents, as is applicable, that it is currently in compliance with and shall remain in compliance with 2 C.F.R. Part 25, requiring registration in the federal System for Award Management (SAM.gov) as amended from time to time, and 2 C.F.R. Part 170, requiring reporting of subaward and executive compensation information, as amended from time to time.

**3. Grant Funding.**

A. The IEDC shall fund this Grant in the amount of $20,000,000.00.

B. The Grantee agrees that local and private dollars will be expended by the Grantee and Subrecipients for projects funded by this Grant at the minimum of a 4:1 ratio to Grant dollars provided under this Grant Agreement by the completion of the Plan. The 4:1 match must be comprised of a minimum of a 1:1 ratio in Grant dollars to local public funding by the completion of the Plan. Public funding may, as appropriate, include private non-profit economic development organizations and foundations. Grantee must provide evidence of compliance with this paragraph 3(B) upon completion of the Plan in a format designated by the IEDC.

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

D. The Grantee shall remain in compliance with the federal statutes and regulations at 2 C.F.R. 200 *et seq.*, the Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards, including but not limited to Subparts A-F, as required by the Grant. By submitting a claim under Paragraph 6, the Grantee certifies to the IEDC that all payment claims are allowable, allocable, and reasonable in accordance with 2 C.F.R. 200.403 and the other cost principles in Subpart E of Part 200, as all are amended from time to time.

**4. Term.**

A. This Grant Agreement is effective January 1, 2022 and shall remain in effect through December 31, 2026 (**"Expiration Date"**). The term of this Grant Agreement may be extended upon the written agreement of the parties and as permitted by State or federal laws governing this Grant.

B. Grant funds must be obligated by December 31, 2024 (**"Grant Obligation Date"**) and may continue to be liquidated through December 31, 2026. On or before June 1, 2023, a plan must be submitted to the IEDC detailing how all currently unobligated

funds will be obligated by the Grant Obligation Date. If Grantee is not able to obligate funds by the Grant Obligation Date, the IEDC may reallocate Grant funds.

C. Project Claim Forms, as further defined in Paragraph 5 below, must be submitted to the IEDC for approval by June 30, 2023, unless an extension of time has been granted in writing.

D. The Grantee shall have sixty (60) days following to the Expiration Date to submit all final claims for disbursement of Grant funds under this Grant Agreement.

E. Any provisions which, by their nature, are intended to apply after the termination of this Grant Agreement shall survive the termination of the Grant Agreement until their purposes are fulfilled.

**5. Implementation of and Reporting on the Plan.**

A. The Grantee shall be solely responsible for carrying out all planning and coordination activities necessary to distribute Grant funds and implement those Projects selected from the Plan in accordance with this Grant. Modification of the Plan shall require prior written approval of the IEDC, which approval shall not be unreasonably withheld or delayed.

B. For each Project for which the Grantee requests disbursement of funds, the Grantee shall submit to IEDC a Project Claim Form (the **"Claim Form"**).

(1) The Claim Form, attached herein by reference, will be made available to the Grantee through an online Grant Management Tool or file sharing platform (the **"Grant Management Tool"**), which is attached herein by reference and subject to reasonable modification over time.

(2) A separate Claim Form must be completed for each Project.

(3) Each Claim Form shall include:

(a) A detailed description of the Project and its alignment with the Plan (if not already a part of the Plan).

(b) All required programmatic data and performance indicators, as fully described on the Grant Management Tool.

(c) A detailed budget including all sources and uses of funding required to implement the Project (**"Project Budget"**).

(i) After the IEDC approves a Claim Form, the Project Budget funded by this Grant Agreement, and those funded by any local and/or private party, shall not experience a Material Change (as herein defined) without the prior

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written consent of the IEDC.

(ii) For any in-kind contribution, the Grantee, or Subrecipient as applicable, shall provide a reasonable value associated with each such contribution. The IEDC may question the value attributed to an in-kind contribution, request supporting documentation, and request an adjustment by the Grantee before a Claim Form is approved.

(d) The amount of any administrative fee to be withheld by the Grantee to implement the Project or for other Administrative Uses, shall not exceed the limits established in Paragraph 5.C. of this Grant Agreement, and Grantee shall provide a detailed description of the services that will be rendered by the Grantee with support of the administrative fee.

(e) The name and contact information for the Grantee and any Subrecipients, and a certification from the Grantee and Subrecipients that they are in compliance with all applicable State and federal laws.

(f) Any other information or documentation required by the IEDC.

(4) The Grantee may submit Claim Forms for Projects not initially included in the Plan as an additional Project or Projects of the Plan, provided that such Projects may be subject to additional requests for information or documentation from the IEDC. If a Claim Form for a Project not initially included in the Plan is approved by the IEDC, the Project shall automatically become part of the Grantee's Plan.

(5) The IEDC shall have thirty (30) days to evaluate a submitted Claim Form and provide notice of its decision to approve or deny the Claim Form. If additional time is needed to evaluate a submitted Claim Form, the IEDC shall notify the Grantee of a date by which its decision can be expected. The IEDC agrees that it will not unreasonably extend any such review.

(6) The Grantee understands and agrees that the IEDC retains the right to approve or deny a Claim Form, as solely determined by the IEDC in accordance with this Grant Agreement.

(7) The IEDC may condition its approval of a submitted Claim Form as it deems appropriate. The Grantee may then accept, reject, request further revision to the conditional approval, or submit an amended Claim Form. A conditionally approved claim form shall only be considered approved if the Grantee gives written notice of its acceptance of such Claim Form and subsequently provides documentation of its satisfaction of the IEDC's conditions.

(8) The IEDC may at any time (before or after the IEDC's approval of a Claim form) request from the Grantee, in writing, any additional information or documentation relating to a Project necessary for the IEDC to perform its obligations under this

Grant Agreement. The Grantee shall use its best efforts to obtain these materials and provide them to the IEDC within a reasonable time period.

(9) After a Claim Form is approved by the IEDC, the Grantee shall provide notice to the IEDC of any Material Changes to a Project. A "Material Change" occurs when there is any:

a. Increase in the total cost of a Project of five percent (5%) or more and which, as a result of that increase, would require additional Grant funds for the Project;

b. Change in the nature of a Project from the Grantee's submission on the approved Claim Form, including a change in how the Grant funds will be used for an approved Project, such as to provide funding for administrative services at a daycare facility rather than to construct the daycare facility.

(10) After no longer than ten (10) business days after receipt of a notice of Material Change, the IEDC will notify the Grantee if an amended Claim Form is required to proceed with the Project.

(11) In the event there is a Material Change requiring an amended Claim Form, such Claim Form will be subject to the IEDC's further approval or denial.

(12) It is expressly understood and agreed by the Grantee and the IEDC that the Grantee may distribute the funds granted to the Grantee hereunder to Subrecipients (the "**Subrecipients**") to perform a Project as the Grantee deems acceptable, provided however, the Grantee shall remain obligated to perform all of its obligations under this Grant Agreement and/or to ensure that Subrecipients comply with the same, if applicable.

(13) The Grantee shall be solely responsible for overseeing and/or completing the proper design and implementation of a Project approved by the IEDC. The Grantee shall make certain that it and any Subrecipient completes an approved Project in accordance with this Grant Agreement, the approved Claim Form, and its Plan.

(14) The Grantee may enter into any contracts or agreements necessary or incidental to the performance of this Grant Agreement; however, the IEDC shall not be bound by any contracts or agreements of the Grantee's unless otherwise agreed to by the IEDC in writing.

(15) The Grantee understands and agrees that the Grantee and any of its own selected Subrecipients are solely responsible for selection of vendors, contractors, other sub-Subrecipients or similar parties for the performance of Projects. The IEDC has no role in selecting a vendor, contractor, Subrecipient (except for approval of the Claim Form), or similar party for the performance of Projects, regardless of whether the Grantee has listed the vendor, contractor, Subrecipient, or similar

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party on the Claim Form.

(16) After a claim form is submitted, the Grantee shall submit to the IEDC, through the Grant Management Tool, written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis not later than the seventh ($7^{th}$) day of the month following the month subject to the report and shall contain such detail of progress or performance on the Plan and any Projects funded through this Grant Agreement as is requested by the IEDC.

C. The Grantee and the IEDC agree that a portion of the funds provided under this Grant Agreement may be used for Administrative Uses for the Projects, Federal Program, Grant and to implement the Grantee's Plan in compliance with all applicable State and federal laws. The Grantee shall account for the use of these administrative funds in the monthly report it submits to the IEDC as provided in Paragraph 5(B)(16). The parties agree that:

(1) The Grantee shall receive one half of one percent (0.50%) of the Grant funds as a reduction of the Grant amount from the IEDC within thirty-five (35) days from the Effective Date, which may be used by the Grantee for Administrative Uses.

(2) The Grantee may request, in a submitted Claim Form, to retain up to three percent (3%) of the total cost of each Project from the Grant funds requested in the Claim Form, which may be used by the Grantee for Administrative Uses. No more than three percent (3%) of the total Grant funds may be claimed by the Grantee for its Administrative Uses.

(3) The IEDC will retain three percent (3%) of the total Grant funds, as a reduction to the total Grant amount, for the IEDC's costs associated with overseeing this Grant Agreement, monitoring the Grantee's compliance with applicable State and federal laws in accordance with Paragraph 9, and providing advisory services to facilitate the Grantee's successful implementation of its Plan.

**6. Payment of Claims.**

A. If advance payment or a working capital advance of all or a portion of the Grant funds for a Project is permitted by statute or regulation, and the IEDC agrees to provide such advance payment or working capital advance, advance payment shall be made only upon submission of a Claim Voucher (**"Claim Voucher"**), attached hereto as **Exhibit B** and made apart hereof, setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide IEDC with a reconciliation of those expenditures. Otherwise, the Grantee shall review and approve all Claim Vouchers submitted by Subrecipients for Project expenditures eligible for Grant funds, which shall then the be reviewed and approved by the IEDC. All requests for Projects performed directly by the Grantee shall be reviewed by the IEDC. Disbursements of Grant funds shall be made by the IEDC within thirty-five (35) days of IEDC approval. As required by IC § 4-13-2-14.8, as amended from time to time, all payments will be

by direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher. Such Claim Vouchers must be submitted with an accounting of expenditures organized by Project.

C. The IEDC may require evidence, furnished by the Grantee, that the Project is materially compliant with the timeline provided in the Claim Form. All payments are subject to the IEDC's determination that the Grantee's, or Subrecipient's, performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claim Vouchers shall be submitted to the IEDC within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The IEDC has the discretion, and reserves the right, to NOT pay any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the IEDC within sixty (60) calendar days after termination or the Expiration Date. Payment for claims submitted after that time may, at the discretion of the IEDC, be denied. Claims may be submitted on a monthly basis only. Grant funds that have been advanced and are unexpended at the time that the final claim is submitted shall be returned to the State.

E. Claim Vouchers must be submitted with accompanying supportive documentation, as designated by the IEDC. Claim Vouchers submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to correct said issues may result in the denial of a claim for payment.

**7. Project Monitoring by the IEDC.**

The IEDC may conduct on-site or off-site monitoring reviews of a Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend to the IEDC and its authorized designees its full cooperation and give full access to its Project sites and to relevant documentation; or, if applicable, the Grantee shall require each Subrecipient to provide full cooperation and access to its Project sites and relevant documentation to the IEDC, or its authorized designees, for the purpose of determining, among other things:

A. Whether Project activities are consistent with those set forth in the Claim Form, including any modification agreed to by the IEDC, and the terms and conditions of the Grant Agreement;

B. The actual expenditure of State, local and/or private funds expended to date on the Project is in conformity with the amounts for each Project Budget and the Claim Form, and that unpaid costs have been properly accrued;

C. That Grantee is making timely progress with the Project, and that its project management, financial management, control systems, procurement systems, methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the IEDC.

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

A. The Grantee, any fiscal agent of Grantee, and Subrecipients shall submit to an audit by the State, or its authorized designee, of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of five (5) years after final payment for inspection by the IEDC or its authorized designee. One (1) Copy shall be furnished to the IEDC at no cost.

B. Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. Separate and apart from the Grantee's status in paragraph 8.B, if the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts ("**SBA**") Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, found at: https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf, as amended from time to time.

**9. Compliance with Laws.**

A. The Grantee and IEDC shall work together to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions, including but not limited to federal laws and guidance of the ARPA Act, U.S. Treasury guidance and policies, OMB and SBA policies and procedures for reporting, SBA guidance on administration and tracking of federal COVID funds, and any policies or procedure implemented by IEDC for administration of the program. All such materials required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the IEDC and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IEDC as set forth in IC § 4-2-6, *et seq.*, IC §

4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a State officer, employee, or special State appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that, to the best of its knowledge, it is not presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Grantee agrees that any payments currently due to the IEDC may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the IEDC.

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

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

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

G. If the IEDC is asked by the State Budget Agency or any agency or instrumentality of the Federal government to repay any Grant funds that the IEDC has disbursed to Grantee, the Grantee shall, within thirty (30) days, reimburse those funds to the IEDC.

H. As required by IC § 5-22-3-7, as amended from time to time:

(1) The Grantee certifies (and Grantee shall require any Subrecipient to certify) that:

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

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

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

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

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

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

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

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law, all as amended from time to time; and

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

I. The Grantee shall complete and return the Information and Questionnaire, attached as **Exhibit C** and incorporated fully herein. In addition, the Grantee shall require all Subrecipients to complete the same prior to any award.

J. Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer commissioner, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious

actions by such individual.

**10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency, or political subdivision of the State.

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

**11. Drug-Free Workplace Certification.**

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.**

As required by IC § 22-5-1.7, as amended from time to time, if the Grantee has employees, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the IEDC that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien;

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

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

**13. Funding Cancellation.**

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, as amended from time to time, when the Director of the State Budget Agency makes a written

determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Disputes and Governing Law.**

A. In the event of a dispute between IEDC and the Grantee, other than that addressed by Section 9(D) above, the parties agree to cooperatively negotiate a resolution and escalate to senior management as needed. For any disputes that remain in controversy after thirty (30) days, either party may, at its own expense, initiate legal action. Both parties agree that disputes shall not be arbitrated.

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

**15. Information Technology Accessibility Standards.**

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

**16. Insurance.**

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

**17. Nondiscrimination.**

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

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

**18. Notice to Parties.**

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

A. INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

B. Notices to the Grantee shall be sent to:
Attn: Executive Director
200 E Washington St – Ste 2322
Indianapolis IN 46204
E-mail: __anna.gremling@indympo.org_____

**19. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law, including those identified in paragraph 9, above; (2) this Grant Agreement; (3) Exhibits prepared by the IEDC; (4) the Grant Management Tool; (5) the Plan; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.**

The Grantee acknowledges that the IEDC will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2, as amended from time to time. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure of the Grantee, for a Grantee Project, to complete the Project and expend Grant funds in accordance with this Grant Agreement may be considered a material breach and shall entitle the IEDC to suspend Grant payments associated with said Project, and

to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The Grantee shall require each Subrecipient to warrant to complete its Project and expend Grant funds in accordance with this Grant Agreement. Breach of said warranty shall entitle the IEDC to suspend Grant payments associated with said Project, and to suspend the Subrecipient's receipt of Grant funds.

C. The expenditure of Grant funds other than in conformance with this Grant Agreement may be deemed a breach. The Grantee explicitly covenants that it shall within thirty (30) days repay to the IEDC all funds not spent in conformance with this Grant Agreement. If IEDC is subject to any fine, penalty or fee as a result of the Grantee's improper expenditure of Grant funds, the Grantee shall fully reimburse the IEDC for any incurred expense.

**22. Termination for Convenience.**

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, the IEDC determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The IEDC will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original Grant. In all instances of termination for breach or for convenience, the subrecipient will be provided notice and an opportunity for a hearing according to 2 CFR 200.340 through 200.343, as amended from time to time.

**23. Travel.**

No expenses for travel will be reimbursed.

**24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.**

The IEDC acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the IEDC and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**25. Assignment.**

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The Grantee shall not assign this Grant Agreement without advanced approval from IEDC. Unauthorized assignment is a material breach of this Grant Agreement.

**26. Subrecipient Agreements.**

After approval of a Claim Form by the IEDC, the Grantee may enter into "**Subrecipient Agreements**" with Subrecipients for an approved Project. The Grantee shall flow down all federal and State regulatory provisions and clauses that are herein or incorporated herein and applicable to Subrecipients. All elements required by 2 CFR § 200.332(a) shall be included in the subawards made by the Grantee.

**27. Non-Waiver and Severability.**

Failure of either party to insist upon strict performance of any term or condition herein or to exercise any rights or remedies shall not be construed as a waiver of that party's right to assert any of the same or rely on any such term or condition at any time thereafter. Invalidation of any term, in whole or in part, shall not affect the validity of the other parts.

**28. Non-Collusion, Acceptance.**

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

**29. Indemnification.**

Unless due to the negligence the IEDC, the Grantee shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Grantee or its subcontractor(s), and from all judgments recovered therefrom and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Grantee and/or subcontractor(s), agents, officers, or employees in connection with performance of this Grant Agreement. The IEDC shall not provide such indemnification to Grantee.

**30. Public Relations and Marketing.**

All external facing communications related to this Grant and the Plan, including but not limited to marketing, public relations and social media materials and content, shall be developed in consultation with the IEDC and receive IEDC and Grantee written approval prior to publication. Communications should include appropriate reference to the IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Grant, including the use of the IEDC logo and IEDC social media tags and reference to IEDC social media accounts. All communications required under this paragraph shall be sent to READI@iedc.in.gov.

31. **Use of the IEDC Name.**
The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Grantee agrees that it will not use the name or intellectual property, including, but not limited to, IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. In all cases in which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

32. **Obligations Limited to Grantee.** Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer, commissioner, board member, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious actions by such individual.

*Signatures on Following Page -- Remainder of Page Intentionally Left Blank*

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

**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**

Anna M Gremling

Signature

Anna M Gremling, Executive Director

Printed Name and Position/Title

Date: 8/1/22

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**

**David Rosenberg, Executive Vice President**

**(Digital Signature Stamp Below)**

DR 8.9.2022

**STATE BUDGET AGENCY**

Joseph M. Haling (for)

Zachary Q. Jackson
Director

Date: 8/24/2022

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# EXHIBIT A

The complete Exhibit A can be found at the following link:

https://www.iedc.in.gov/program/indiana-readi/regions

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# Exhibit B

ITEM 5

**CLAIM VOUCHER**

Indianapolis Metropolitan Planning Organization

INVOICE

Street Address
City, ST ZIP Code
Phone 405.555.0190 Fax 405.555.0191

**DATE:** July 19, 2022
**Entity Invoice #**
**IEDC Grant ID :** 423734
**Project #**

**Remit Via email to:**
Indiana Economic Development Corporation
processing@iedc.in.gov
One North Capital Ave Suite 700
Indpls IN 46204

| IEDC USE ONLY | |
|---|---|
| **Purchase Order #** | |
| **Invoice #** | |
| **Voucher #** | |

| DESCRIPTION | AMOUNT |
|---|---|
| **Itemized** (provide budget categories if applicable) | |
| **Progress Report** | |
| **TOTAL** | |

*I am authorized to present this claim for reimbursement. I certify that the account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.*

Name: _____ Title: _____

Signature: _____ Date: _____

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# EXHIBIT C

## State of Indiana American Rescue Plan Act

## Coronavirus State and Local Recovery Funds

## CFDA: 21.027

## Information and Questionnaire for Subrecipients

### SUBRECIPIENT INFORMATION

| | |
|---|---|
| Entity Name | Indianapolis Metropolitan Planning Organization |
| Address | 200 E Washington Street, Suite 2322, Indianapolis, IN 46204 |

**Contact Person:**

| | |
|---|---|
| Name | Anna Gremling |
| Email | anna.gremling@indympo.org |
| Phone Number | 317-327-5487 |

**Type of Entity**

**Approximate Total Entity-Wide Annual Operating Budget**

| | Previous Fiscal Year | Current Fiscal Year |
|---|---|---|
| Federal Funds | $ 2,381,757.00 | $ 2,110,915.00 |
| Non Federal Funds | $ 595,439.00 | $ 527,729.00 |

**Chief Executive and Staff, Tenure in Office**

| | Name | Years |
|---|---|---|
| Chief Executive Official | Anna Gremling | 10 |
| Chief Financial Officer | Kristyn Sanchez* | 9 |
| Grant Program Manager | Rose Scovel** | 3 |

* Official title: Senior Finance Analyst I

** Official title: Principal Planner I

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**GENERAL ASSESSMENTS**

1. Is the entity new to operating or managing federal funds (has not done so within the past five years)?

   Yes [ ] No [X]

2. Has there been high staff turnover or agency reorganization that affects this program?

   Yes [ ] No [X]

3. Is staff assigned to the program experienced with managing federal funds?

   Yes [X] No [ ]

**AUDIT REQUIREMENTS**

1. Was the entity required to obtain a single audit for its most recently completed fiscal year?

   Yes [X] No [ ]

2. Did the entity obtain the required audit?

   Yes [X] No [ ]

3. Was the audit report free of findings?

   Yes [X] No [ ]

4. Were audit reports free of questioned costs?

   Yes [X] No [ ]

5. Was a corrective action plan required?

   Yes [ ] No [X]

# EXHIBIT C

## SUBRECIPIENT FISCAL AGENT AGREEMENT

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# SUBRECIPIENT AGREEMENT

**THIS SUBRECIPIENT AGREEMENT** (the "Agreement") is entered into this 17 day of August, 2022 (the "Effective Date") by and between the Hancock County Economic Development Council (the "Recipient") and the Indianapolis Metropolitan Planning Organization (the "Subrecipient").

**WHEREAS**, the Recipient has received a grant (the "Grant") in the amount of $5,000,000 under the Coronavirus State Fiscal Recovery Funds to the State of Indiana from the Indiana Economic Development Corporation (the "IEDC") which was memorialized in the Grant Agreement attached hereto as Appendix I and incorporated into this Agreement; and

**WHEREAS**, the Recipient has requested that the Subrecipient to provide certain services relating to the Grant, including but not limited to, serving as the fiscal agent and providing certain management services; and

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

**WHEREAS**, the Grant funds used for the Regional Economic Acceleration and Development Initiative (READI) program by the State of Indiana are pass through federal monies granted from the Coronavirus State Fiscal Recovery Funds; and

**WHEREAS**, Recipient is a sub-recipient to the Grant award made for the purpose of the 70-40 READI program; and

**WHEREAS**, the Subrecipient will act as the fiscal agent for the Recipient; and

**WHEREAS**, the Subrecipient is established pursuant to Indiana Code 36-7.7-7; and

**WHEREAS**, the Subrecipient has submitted to the Recipient the information and questionnaire for subrecipients; and

**WHEREAS**, the Subrecipient is a recipient of a grant award from IEDC, but does not have any outstanding debt to the IEDC.

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

1. INTERPRETATION AND INTENT. The "Agreement", as referred to herein, shall mean this Agreement executed by Subrecipient and Recipient, and shall include these Terms and Conditions, any Attachments hereto and all addenda issued. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Subrecipient and Recipient. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Subrecipient or Recipient which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. In resolving conflicts, errors, discrepancies and

disputes concerning the scope of the work or services to be performed under this Agreement or other rights or obligations of Subrecipient or Recipient the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Recipient and affording the greater right or remedy to Subrecipient, shall govern. This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

2. SCOPE OF SERVICES. The Subrecipient shall perform the services attached as Appendix II and made part of this Agreement (the "Services").

3. TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and end on the 31st day of December, 2024. The term of this Agreement may be extended by mutual consent of the Recipient and Subrecipient. A renewal shall be only by written instrument signed by both Subrecipient and Recipient and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

4. AMENDMENTS. Any revision to this Agreement, including Appendices, shall only be made by written amendment to this Agreement signed by both Subrecipient and Recipient.

5. COMPLIANCE WITH GRANT. All activities authorized by this Agreement shall be performed in accordance with the Grant.

6. USE OF GRANT FUNDS. Any Grant funds shall be used in accordance with the provisions of the Grant and this Agreement.

7. COMPENSATION. The Recipient shall pay the Subrecipient an amount of $69,900 as compensation to perform the Services. Subrecipient shall submit a periodic invoices to the Recipient for services performed and expenses incurred under this Agreement and, upon receiving written approval from the Recipient, Subrecipient will submit the invoices with the appropriate claim forms through the IEDC grant portal for reimbursement by the IEDC. IEDC will pay Subrecipient within forty-five (45) days after receipt of such properly itemized claim forms. IEDC shall compensate Subrecipient from the three percent (3%) administrative uses fee allowed in the Grant, subject to the limitations of 2 CFR §§ 200.435 and 200.441. To the extent IEDC fails to approve and process payment to Subrecipient in accordance with the provisions of this Agreement, Recipient agrees to be responsible for compensating Subrecipient for any amounts unpaid within forty-five (45) days after receipt of written notice of IEDC's failure to pay Subrecipient.

8. SUBCONTRACTING. The performance covered by this Agreement shall not be subcontracted, assigned or delegated without the prior written consent of the other party. In the event of any such subcontracting, assignment or delegation, Recipient shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Recipient shall be responsible for compliance by any person or persons to whom such responsibilities or obligations are sublet,

assigned or delegated under this Agreement and Recipient shall be held liable for any such person or persons not following the provisions of this Agreement. Subrecipient shall have no obligation whatsoever toward such persons. Recipient shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Recipient of any responsibility for performing under this Agreement.

9. RESPONSIBILITIES. The Recipient and Subrecipient agree to comply with the provisions of the Grant and this Agreement, and all requirements and standards which include but are not limited to the following:

A. Selection of Vendors and Contractors. Recipient shall be solely responsible for selecting vendors using an appropriate federal procurement process and enter into vendor or sub-recipient agreements with them. Subrecipient will not be responsible for procurement, legal review of contracts or agreements, or holding contracts or agreements. Subrecipient shall receive copies of executed contracts or agreements for record keeping and funds management. Recipient shall be liable for all procurement and Recipient expressly agrees that Subrecipient shall not be liable for procurement.

B. Insurance. Recipient shall require in contracts and sub-recipient agreements that vendors, contractors and subrecipients carry insurance policies of the types and in the amounts set forth in this Section 9(B) and list the Subrecipient and Recipient as additional insureds on said policies. Recipient shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and Subrecipient from the claims set forth below which may arise out of or result from Recipient's operations under this Agreement, whether such operations be by Recipient or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Recipient's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)
Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations

| | |
|---|---|
| Each Occurrence Limit | $1,000,000.00 |

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| | |
|---|---|
| Damage to Rented Premises | $100,000.00 (each occurrence) |
| Medical Expense Limit | $5,000.00 |
| Personal and Advertising Injury Limit | $500,000.00 |
| General Aggregate Limit | $2,000,000.00 (Other than Products Completed Operations) |

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

| | |
|---|---|
| Products/Completed Operations | $1,000,000.00 |
| B. Auto Liability | $1,000,000.00 (combined single limit) (owned, hired & non-owned) |
| C. Excess/Umbrella Liability | $1,000,000.00 (each occurrence and aggregate) |
| D. Worker's Compensation | Statutory |
| E. Employer's Liability | |
| Bodily Injury Accident | $100,000.00 each accident |
| Bodily Injury by Disease | $100,000.00 each employee |
| Bodily Injury by Disease | $500,000.00 policy limit |

Certificates of Insurance, naming the Subrecipient as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with Subrecipient prior to commencement of any work. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after written notice has been given to Subrecipient. Upon cancellation, Recipient shall obtain a new insurance policy in accordance with this Section 9(B) of this Agreement and send a copy of the new policy to the Subrecipient.

With the prior approval of Subrecipient, Recipient may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Recipient shall be responsible for all deductibles.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Recipient to the above enumerated amounts.

C. Allowable and Allocable Costs. Costs must be necessary, reasonable and directly related to the Grant. In addition, costs must be legal and proper.

D. 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. In no event will the costs for the Services exceed $69,900, unless agreed to in writing by the Recipient and Subrecipient.

E. Restriction on Disbursements. No money under this Agreement and the Grant shall be disbursed by the Subrecipient to any vendor, contractor or subrecipient except pursuant to a written contract which incorporates the applicable requirements of this Agreement, the Grant and IEDC regulations and unless the contractor is in compliance with IEDC requirements for applicable accounting and fiscal matters. Subrecipient will not disburse Grant funds until all documentary materials required by the Grant have been received and approved by the IEDC.

F. Grant Funds. Grant funds must be obligated by December 31, 2024 (the "Grant Obligation Date") and may continue to be liquidated through December 31, 2026. On or before June 1, 2023, Recipient shall submit a plan to the IEDC detailing how all currently unobligated funds will be obligated by the Grant Obligation Date.

G. Claim Forms. Subrecipient will submit claim forms as required by the IEDC in accordance with the procedures for claims set forth in the Grant.

H. Records and Reports. The READI program will be subject to audit by the State of Indiana. Subrecipient will retain all documents related to the program for a period of at least five (5) years after the final payment is made. Subrecipient will submit required progress reports through the Grant Management Tool containing reasonably requested information by the IEDC.

i. At such times and in such forms as IEDC or the Recipient may require, Subrecipient shall furnish to IEDC or the Recipient such statements, records, data and information as IEDC or the Recipient may request pertaining to matters covered by this Agreement.

ii. The Subrecipient shall, at a minimum, submit the following reports to the Recipient:

a. Quarterly progress reports due by the 15th day following the end of each calendar quarter, such reports outlining activities undertaken during such calendar quarter relative to the Grant.

b. 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 Grant and activities undertaken during such calendar quarter.

c. The reports required in Section 9(H)(i)(a) and Section 9(H)(i)(b) above shall be submitted by Subrecipient to Recipient for a period of five (5) years following the expiration of this Agreement.

d. 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 national objective prescribed under the Grant.

e. 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 Agreement.

I. Additional Information upon Request. The Recipient shall, upon request of Subrecipient, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

J. E-Verify. Recipient shall require vendors, contractors and sub-recipients to enroll in and verify the work eligibility status of all newly hired employees of Recipient through the E-Verify Program in accordance with Section 18 of this Agreement.

K. Conflicts of Interest. Recipient shall require vendors, contractors and subrecipients with potential conflicts of interest to document such conflicts of interest.

10. ACCESS TO RECORDS. At any time during normal business hours and as often as the Recipient, IEDC, and/or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to the Recipient, IEDC 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, IEDC, 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.

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11. NECESSARY INFORMATION. Recipient certifies that it will furnish Subrecipient, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules, regulations and ordinances, and all other units of local government, the State of Indiana, and the United States. Recipient further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Recipient to comply with this paragraph shall constitute a material breach of this Agreement.

12. TERMINATION OF AGREEMENT. This Agreement may be terminated in whole or in part in writing by Subrecipient for convenience. If the Agreement is terminated, then Subrecipient shall be entitled to the full compensation for all work performed under this Agreement by Subrecipient up to the date of termination. . Notwithstanding any other provision of this Agreement, if Grant funds for the continued fulfillment of this Agreement are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Subrecipient shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received, and Subrecipient shall be entitled to the full compensation amount due under this Agreement.

13. EXPENDITURE OF FUNDS. 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.

14. EQUAL OPPORTUNITY AND NONDISCRIMINATION. The parties agrees to comply with equal opportunity requirements applicable to Grant activities. Specifically, the parties agree 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. 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.

C. 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.

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D. 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.

15. COMPLIANCE WITH LAWS. The parties agree to abide by all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions, including but not limited to the Drug-Free Workplace Act of 1988 and those federal rules and regulations referred to in this Agreement.

16. COMPLIANCE WITH FEDERAL THIRD-PARTY CONTRACT PROVISIONS. The parties agree to abide by all federal and IEDC contract provisions in carrying out the subject Grant.

17. DEBARMENT. The parties certify, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of a party.

18. COMPLIANCE WITH E-VERIFY PROGRAM. Pursuant to IC 22-5-1.7, the parties shall enroll in and verify the work eligibility status of all newly hired employees of each party through the E-Verify Program ("Program"). The parties are not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Each party and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that a party or its subcontractor subsequently learns is an unauthorized alien. If a party violates this Section, the non-defaulting party shall require the other party to remedy the violation not later than thirty (30) days after notifying the party. If a party fails to remedy the violation within the thirty (30) day period, the other shall terminate the contract for breach of contract. Pursuant to IC 22-5-1.7 a fully executed affidavit in the form attached hereto as Appendix III affirming that each party does not knowingly employ an unauthorized alien and confirming the party's enrollment in the Program, unless the Program no longer exists, shall be filed with the other party prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with each party. If a party terminates the Agreement, the other party shall, in addition to any other contractual remedies, be liable to the other party for actual damages. There is a rebuttable presumption that the parties did not knowingly employ an unauthorized alien if a party verified the work eligibility status of the employee through the Program.

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19. PUBLIC RELATIONS AND MARKETING. Subrecipient agrees to comply with the terms in Section 30 of the Grant relating to public relations and marketing and the terms in Section 31 of the Grant relating to the use of the IEDC name.

20. AUTHORITY TO BIND. Notwithstanding anything in this Agreement to the contrary, the signatory for Recipient represents that he/she has been duly authorized to execute agreements on behalf of such party and has obtained all necessary or applicable approval to make this Agreement fully binding upon the Recipient when his/her signature is affixed and accepted by the Subrecipient.

21. ELECTRONIC SIGNATURE. Recipient and Subrecipient agree to signature both in counterparts and by facsimile.

22. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

23. WAIVER. Subrecipient's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Subrecipient's rights or remedies.

24. ATTORNEYS' FEES. Recipient shall be liable to Subrecipient for reasonable attorneys' fees incurred by Subrecipient in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Recipient, or from Recipient failure to fulfill any provisions or responsibility provided herein.

25. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties hereby expressly consents to the personal jurisdiction of the state and federal courts located in Marion County, Indiana for any lawsuit filed there arising from or related to this Agreement.

26. FORCE MAJEURE. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster , strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to services already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

27. CONFLICT OF INTEREST. The Recipient certifies and warrants that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance

of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Grant or otherwise related to the terms of this Agreement.

28. INDEMNIFICATION. Recipient agrees to indemnify, defend, and hold harmless the Subrecipient and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Recipient or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. Subrecipient shall not provide such indemnification to Recipient.

29. NOTICE. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):
To Recipient:

Hancock Economic Development Council
1 Courthouse Plaza
Greenfield, IN 46140
Attn: Executive Director

To Subrecipient:

Indianapolis Metropolitan Planning Organization
200 E Washington St. Ste 2322
Indianapolis, IN 46204
Attn: Executive Director

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IN WITNESS WHEREOF, the Recipient and the Subrecipient have executed this Agreement as of the Effective Date.

**RECIPIENT**

**HANCOCK COUNTY ECONOMIC DEVELOPMENT COUNCIL**

By: DocuSigned by: Randy Sorrell 0237DF321488494...

Printed: Randy Sorrell

Title: Executive Director

**SUBRECIPIENT**

**THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**

By: DocuSigned by: Anna Gremling 08ECFEC39ACE45E...

Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

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# APPENDIX I

## GRANT AGREEMENT

# GRANT AGREEMENT

This Grant Agreement (the "**Grant Agreement**"), entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and the **INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION** (the "**Grantee**"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Grant Agreement; Funding Source.**
IEDC is a pass-through subrecipient of federal monies granted from Coronavirus State Fiscal Recovery Funds to the State of Indiana (the "**Federal Program**"). The purpose of this Grant Agreement is to enable the IEDC to award a Grant of $20,000,000.00 (the "**Grant**") to the Grantee, a lower tier subrecipient under the Federal Program, for Eligible Costs (as herein defined) to implement programs as outlined in the Grantee's grant application (the "**Plan**") including awards ("**Sub-Grants**") to other public and private entities ("**Subrecipient(s)**") for the performance of a service or project (individually a "**Project**" collectively the "**Projects**") as described in **Exhibit A** to this Grant Agreement, which is incorporated fully herein and which may be amended from time to time. The Grant shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The Grant received by the Grantee pursuant to this Grant Agreement shall be used only to implement or fund a Project in conformance with this Grant Agreement and for no other purpose.

A. Grant Information:

(1) Assistance listing (CFDA) number: 21.027

(2) Assistance Listing Title: Coronavirus State and Fiscal Recovery Funds

(3) Federal Award Name: Coronavirus State Fiscal Recovery Funds (SLFRF)

(4) Federal Award Identification Number: N/A

(5) Federal Award Date: March 11, 2021

(6) Name of Federal Agency: U.S. Department of the Treasury

(7) Subrecipient unique entity identifier(s): DYDNSJ6R3VU7

(8) If applicable to a Subrecipient, Grantee shall require any such Subrecipient to provide their indirect cost rate, as defined in 2 CFR § 200.414, as amended from

time to time, for Sub-Grants. Such information shall be posted to the Grant Management Tool at the direction of the IEDC.

(9) "**Eligible Costs**" are defined as:

a. Statutory Uses:

i. To respond to the COVID-19 public health emergency or its negative economic impacts.

ii. To respond to workers performing essential work during the COVID-19 public health emergency by providing grants to eligible employers that have eligible workers who performed essential work;

iii. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and/or

iv. To make necessary investments in water, sewer, or broadband infrastructure.

b. "**Administrative Uses**". Administrative Uses shall include but are not limited to project support costs, Grant management, Grant compliance, office personnel, legal fees subject to the limitations of 2 CFR §§ 200.435 and 200.441, accounting fees, audit fees and all other administrative costs not specifically prohibited by this Grant Agreement.

(10) Closeout of Grant: The IEDC and Grantee shall comply with all applicable administrative actions and work required by 2 CFR § 200.344, as amended from time to time.

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

A. The Grantee expressly represents and warrants to the IEDC that it is eligible to receive Grant funds and that the information set forth in its Plan is true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that it was ineligible to receive the funds, made any misrepresentation on its Plan or used funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement.

B. If Grant funds are awarded to a Subrecipient, Grantee shall require each Subrecipient to represent and warrant to the Grantee that it is eligible to receive the Grant funds and that the information set forth in its Claim Form (as herein defined) is complete and accurate. The Grantee agrees to diligently pursue the repayment of all funds paid to said Subrecipient should it be determined that it was ineligible to receive the funds,

made any misrepresentation on its Claim Form or used Grant funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement or the Claim Form.

C. The Grantee represents, as is applicable, that it is currently in compliance with and shall remain in compliance with 2 C.F.R. Part 25, requiring registration in the federal System for Award Management (SAM.gov) as amended from time to time, and 2 C.F.R. Part 170, requiring reporting of subaward and executive compensation information, as amended from time to time.

**3. Grant Funding.**

A. The IEDC shall fund this Grant in the amount of $20,000,000.00.

B. The Grantee agrees that local and private dollars will be expended by the Grantee and Subrecipients for projects funded by this Grant at the minimum of a 4:1 ratio to Grant dollars provided under this Grant Agreement by the completion of the Plan. The 4:1 match must be comprised of a minimum of a 1:1 ratio in Grant dollars to local public funding by the completion of the Plan. Public funding may, as appropriate, include private non-profit economic development organizations and foundations. Grantee must provide evidence of compliance with this paragraph 3(B) upon completion of the Plan in a format designated by the IEDC.

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

D. The Grantee shall remain in compliance with the federal statutes and regulations at 2 C.F.R. 200 *et seq.*, the Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards, including but not limited to Subparts A-F, as required by the Grant. By submitting a claim under Paragraph 6, the Grantee certifies to the IEDC that all payment claims are allowable, allocable, and reasonable in accordance with 2 C.F.R. 200.403 and the other cost principles in Subpart E of Part 200, as all are amended from time to time.

**4. Term.**

A. This Grant Agreement is effective January 1, 2022 and shall remain in effect through December 31, 2026 ("**Expiration Date**"). The term of this Grant Agreement may be extended upon the written agreement of the parties and as permitted by State or federal laws governing this Grant.

B. Grant funds must be obligated by December 31, 2024 ("**Grant Obligation Date**") and may continue to be liquidated through December 31, 2026. On or before June 1, 2023, a plan must be submitted to the IEDC detailing how all currently unobligated

funds will be obligated by the Grant Obligation Date. If Grantee is not able to obligate funds by the Grant Obligation Date, the IEDC may reallocate Grant funds.

C. Project Claim Forms, as further defined in Paragraph 5 below, must be submitted to the IEDC for approval by June 30, 2023, unless an extension of time has been granted in writing.

D. The Grantee shall have sixty (60) days following to the Expiration Date to submit all final claims for disbursement of Grant funds under this Grant Agreement.

E. Any provisions which, by their nature, are intended to apply after the termination of this Grant Agreement shall survive the termination of the Grant Agreement until their purposes are fulfilled.

**5. Implementation of and Reporting on the Plan.**

A. The Grantee shall be solely responsible for carrying out all planning and coordination activities necessary to distribute Grant funds and implement those Projects selected from the Plan in accordance with this Grant. Modification of the Plan shall require prior written approval of the IEDC, which approval shall not be unreasonably withheld or delayed.

B. For each Project for which the Grantee requests disbursement of funds, the Grantee shall submit to IEDC a Project Claim Form (the "**Claim Form**").

(1) The Claim Form, attached herein by reference, will be made available to the Grantee through an online Grant Management Tool or file sharing platform (the "**Grant Management Tool**"), which is attached herein by reference and subject to reasonable modification over time.

(2) A separate Claim Form must be completed for each Project.

(3) Each Claim Form shall include:

(a) A detailed description of the Project and its alignment with the Plan (if not already a part of the Plan).

(b) All required programmatic data and performance indicators, as fully described on the Grant Management Tool.

(c) A detailed budget including all sources and uses of funding required to implement the Project ("**Project Budget**").

(i) After the IEDC approves a Claim Form, the Project Budget funded by this Grant Agreement, and those funded by any local and/or private party, shall not experience a Material Change (as herein defined) without the prior

written consent of the IEDC.

(ii) For any in-kind contribution, the Grantee, or Subrecipient as applicable, shall provide a reasonable value associated with each such contribution. The IEDC may question the value attributed to an in-kind contribution, request supporting documentation, and request an adjustment by the Grantee before a Claim Form is approved.

(d) The amount of any administrative fee to be withheld by the Grantee to implement the Project or for other Administrative Uses, shall not exceed the limits established in Paragraph 5.C. of this Grant Agreement, and Grantee shall provide a detailed description of the services that will be rendered by the Grantee with support of the administrative fee.

(e) The name and contact information for the Grantee and any Subrecipients, and a certification from the Grantee and Subrecipients that they are in compliance with all applicable State and federal laws.

(f) Any other information or documentation required by the IEDC.

(4) The Grantee may submit Claim Forms for Projects not initially included in the Plan as an additional Project or Projects of the Plan, provided that such Projects may be subject to additional requests for information or documentation from the IEDC. If a Claim Form for a Project not initially included in the Plan is approved by the IEDC, the Project shall automatically become part of the Grantee's Plan.

(5) The IEDC shall have thirty (30) days to evaluate a submitted Claim Form and provide notice of its decision to approve or deny the Claim Form. If additional time is needed to evaluate a submitted Claim Form, the IEDC shall notify the Grantee of a date by which its decision can be expected. The IEDC agrees that it will not unreasonably extend any such review.

(6) The Grantee understands and agrees that the IEDC retains the right to approve or deny a Claim Form, as solely determined by the IEDC in accordance with this Grant Agreement.

(7) The IEDC may condition its approval of a submitted Claim Form as it deems appropriate. The Grantee may then accept, reject, request further revision to the conditional approval, or submit an amended Claim Form. A conditionally approved claim form shall only be considered approved if the Grantee gives written notice of its acceptance of such Claim Form and subsequently provides documentation of its satisfaction of the IEDC's conditions.

(8) The IEDC may at any time (before or after the IEDC's approval of a Claim form) request from the Grantee, in writing, any additional information or documentation relating to a Project necessary for the IEDC to perform its obligations under this

Grant Agreement. The Grantee shall use its best efforts to obtain these materials and provide them to the IEDC within a reasonable time period.

(9) After a Claim Form is approved by the IEDC, the Grantee shall provide notice to the IEDC of any Material Changes to a Project. A "Material Change" occurs when there is any:

a. Increase in the total cost of a Project of five percent (5%) or more and which, as a result of that increase, would require additional Grant funds for the Project;

b. Change in the nature of a Project from the Grantee's submission on the approved Claim Form, including a change in how the Grant funds will be used for an approved Project, such as to provide funding for administrative services at a daycare facility rather than to construct the daycare facility.

(10) After no longer than ten (10) business days after receipt of a notice of Material Change, the IEDC will notify the Grantee if an amended Claim Form is required to proceed with the Project.

(11) In the event there is a Material Change requiring an amended Claim Form, such Claim Form will be subject to the IEDC's further approval or denial.

(12) It is expressly understood and agreed by the Grantee and the IEDC that the Grantee may distribute the funds granted to the Grantee hereunder to Subrecipients (the "**Subrecipients**") to perform a Project as the Grantee deems acceptable, provided however, the Grantee shall remain obligated to perform all of its obligations under this Grant Agreement and/or to ensure that Subrecipients comply with the same, if applicable.

(13) The Grantee shall be solely responsible for overseeing and/or completing the proper design and implementation of a Project approved by the IEDC. The Grantee shall make certain that it and any Subrecipient completes an approved Project in accordance with this Grant Agreement, the approved Claim Form, and its Plan.

(14) The Grantee may enter into any contracts or agreements necessary or incidental to the performance of this Grant Agreement; however, the IEDC shall not be bound by any contracts or agreements of the Grantee's unless otherwise agreed to by the IEDC in writing.

(15) The Grantee understands and agrees that the Grantee and any of its own selected Subrecipients are solely responsible for selection of vendors, contractors, other sub-Subrecipients or similar parties for the performance of Projects. The IEDC has no role in selecting a vendor, contractor, Subrecipient (except for approval of the Claim Form), or similar party for the performance of Projects, regardless of whether the Grantee has listed the vendor, contractor, Subrecipient, or similar

party on the Claim Form.

(16) After a claim form is submitted, the Grantee shall submit to the IEDC, through the Grant Management Tool, written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis not later than the seventh ($7^{th}$) day of the month following the month subject to the report and shall contain such detail of progress or performance on the Plan and any Projects funded through this Grant Agreement as is requested by the IEDC.

C. The Grantee and the IEDC agree that a portion of the funds provided under this Grant Agreement may be used for Administrative Uses for the Projects, Federal Program, Grant and to implement the Grantee's Plan in compliance with all applicable State and federal laws. The Grantee shall account for the use of these administrative funds in the monthly report it submits to the IEDC as provided in Paragraph 5(B)(16). The parties agree that:

(1) The Grantee shall receive one half of one percent (0.50%) of the Grant funds as a reduction of the Grant amount from the IEDC within thirty-five (35) days from the Effective Date, which may be used by the Grantee for Administrative Uses.

(2) The Grantee may request, in a submitted Claim Form, to retain up to three percent (3%) of the total cost of each Project from the Grant funds requested in the Claim Form, which may be used by the Grantee for Administrative Uses. No more than three percent (3%) of the total Grant funds may be claimed by the Grantee for its Administrative Uses.

(3) The IEDC will retain three percent (3%) of the total Grant funds, as a reduction to the total Grant amount, for the IEDC's costs associated with overseeing this Grant Agreement, monitoring the Grantee's compliance with applicable State and federal laws in accordance with Paragraph 9, and providing advisory services to facilitate the Grantee's successful implementation of its Plan.

**6. Payment of Claims.**

A. If advance payment or a working capital advance of all or a portion of the Grant funds for a Project is permitted by statute or regulation, and the IEDC agrees to provide such advance payment or working capital advance, advance payment shall be made only upon submission of a Claim Voucher ("**Claim Voucher**"), attached hereto as **Exhibit B** and made apart hereof, setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide IEDC with a reconciliation of those expenditures. Otherwise, the Grantee shall review and approve all Claim Vouchers submitted by Subrecipients for Project expenditures eligible for Grant funds, which shall then the be reviewed and approved by the IEDC. All requests for Projects performed directly by the Grantee shall be reviewed by the IEDC. Disbursements of Grant funds shall be made by the IEDC within thirty-five (35) days of IEDC approval. As required by IC § 4-13-2-14.8, as amended from time to time, all payments will be

by direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher. Such Claim Vouchers must be submitted with an accounting of expenditures organized by Project.

C. The IEDC may require evidence, furnished by the Grantee, that the Project is materially compliant with the timeline provided in the Claim Form. All payments are subject to the IEDC's determination that the Grantee's, or Subrecipient's, performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claim Vouchers shall be submitted to the IEDC within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The IEDC has the discretion, and reserves the right, to NOT pay any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the IEDC within sixty (60) calendar days after termination or the Expiration Date. Payment for claims submitted after that time may, at the discretion of the IEDC, be denied. Claims may be submitted on a monthly basis only. Grant funds that have been advanced and are unexpended at the time that the final claim is submitted shall be returned to the State.

E. Claim Vouchers must be submitted with accompanying supportive documentation, as designated by the IEDC. Claim Vouchers submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to correct said issues may result in the denial of a claim for payment.

**7. Project Monitoring by the IEDC.**

The IEDC may conduct on-site or off-site monitoring reviews of a Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend to the IEDC and its authorized designees its full cooperation and give full access to its Project sites and to relevant documentation; or, if applicable, the Grantee shall require each Subrecipient to provide full cooperation and access to its Project sites and relevant documentation to the IEDC, or its authorized designees, for the purpose of determining, among other things:

A. Whether Project activities are consistent with those set forth in the Claim Form, including any modification agreed to by the IEDC, and the terms and conditions of the Grant Agreement;

B. The actual expenditure of State, local and/or private funds expended to date on the Project is in conformity with the amounts for each Project Budget and the Claim Form, and that unpaid costs have been properly accrued;

C. That Grantee is making timely progress with the Project, and that its project management, financial management, control systems, procurement systems, methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the IEDC.

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

A. The Grantee, any fiscal agent of Grantee, and Subrecipients shall submit to an audit by the State, or its authorized designee, of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of five (5) years after final payment for inspection by the IEDC or its authorized designee. One (1) Copy shall be furnished to the IEDC at no cost.

B. Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. Separate and apart from the Grantee's status in paragraph 8.B, if the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts ("**SBA**") Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, found at: https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf, as amended from time to time.

**9. Compliance with Laws.**

A. The Grantee and IEDC shall work together to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions, including but not limited to federal laws and guidance of the ARPA Act, U.S. Treasury guidance and policies, OMB and SBA policies and procedures for reporting, SBA guidance on administration and tracking of federal COVID funds, and any policies or procedure implemented by IEDC for administration of the program. All such materials required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the IEDC and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IEDC as set forth in IC § 4-2-6, *et seq.*, IC §

4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a State officer, employee, or special State appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that, to the best of its knowledge, it is not presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Grantee agrees that any payments currently due to the IEDC may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the IEDC.

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

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

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

G. If the IEDC is asked by the State Budget Agency or any agency or instrumentality of the Federal government to repay any Grant funds that the IEDC has disbursed to Grantee, the Grantee shall, within thirty (30) days, reimburse those funds to the IEDC.

H. As required by IC § 5-22-3-7, as amended from time to time:

(1) The Grantee certifies (and Grantee shall require any Subrecipient to certify) that:

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

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

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

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

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

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

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

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law, all as amended from time to time; and

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

I. The Grantee shall complete and return the Information and Questionnaire, attached as **Exhibit C** and incorporated fully herein. In addition, the Grantee shall require all Subrecipients to complete the same prior to any award.

J. Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer commissioner, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious

actions by such individual.

**10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency, or political subdivision of the State.

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

**11. Drug-Free Workplace Certification.**

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.**

As required by IC § 22-5-1.7, as amended from time to time, if the Grantee has employees, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the IEDC that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien;

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

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

**13. Funding Cancellation.**

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, as amended from time to time, when the Director of the State Budget Agency makes a written

determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Disputes and Governing Law.**

A. In the event of a dispute between IEDC and the Grantee, other than that addressed by Section 9(D) above, the parties agree to cooperatively negotiate a resolution and escalate to senior management as needed. For any disputes that remain in controversy after thirty (30) days, either party may, at its own expense, initiate legal action. Both parties agree that disputes shall not be arbitrated.

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

**15. Information Technology Accessibility Standards.**

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

**16. Insurance.**

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

**17. Nondiscrimination.**

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

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

**18. Notice to Parties.**

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

A. INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

B. Notices to the Grantee shall be sent to:
Attn: Executive Director
200 E Washington St – Ste 2322
Indianapolis IN 46204
E-mail: __anna.gremling@indympo.org_____

**19. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law, including those identified in paragraph 9, above; (2) this Grant Agreement; (3) Exhibits prepared by the IEDC; (4) the Grant Management Tool; (5) the Plan; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.**

The Grantee acknowledges that the IEDC will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2, as amended from time to time. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure of the Grantee, for a Grantee Project, to complete the Project and expend Grant funds in accordance with this Grant Agreement may be considered a material breach and shall entitle the IEDC to suspend Grant payments associated with said Project, and

to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The Grantee shall require each Subrecipient to warrant to complete its Project and expend Grant funds in accordance with this Grant Agreement. Breach of said warranty shall entitle the IEDC to suspend Grant payments associated with said Project, and to suspend the Subrecipient's receipt of Grant funds.

C. The expenditure of Grant funds other than in conformance with this Grant Agreement may be deemed a breach. The Grantee explicitly covenants that it shall within thirty (30) days repay to the IEDC all funds not spent in conformance with this Grant Agreement. If IEDC is subject to any fine, penalty or fee as a result of the Grantee's improper expenditure of Grant funds, the Grantee shall fully reimburse the IEDC for any incurred expense.

**22. Termination for Convenience.**

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, the IEDC determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The IEDC will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original Grant. In all instances of termination for breach or for convenience, the subrecipient will be provided notice and an opportunity for a hearing according to 2 CFR 200.340 through 200.343, as amended from time to time.

**23. Travel.**

No expenses for travel will be reimbursed.

**24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.**

The IEDC acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the IEDC and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**25. Assignment.**

The Grantee shall not assign this Grant Agreement without advanced approval from IEDC. Unauthorized assignment is a material breach of this Grant Agreement.

**26. Subrecipient Agreements.**

After approval of a Claim Form by the IEDC, the Grantee may enter into "**Subrecipient Agreements**" with Subrecipients for an approved Project. The Grantee shall flow down all federal and State regulatory provisions and clauses that are herein or incorporated herein and applicable to Subrecipients. All elements required by 2 CFR § 200.332(a) shall be included in the subawards made by the Grantee.

**27. Non-Waiver and Severability.**

Failure of either party to insist upon strict performance of any term or condition herein or to exercise any rights or remedies shall not be construed as a waiver of that party's right to assert any of the same or rely on any such term or condition at any time thereafter. Invalidation of any term, in whole or in part, shall not affect the validity of the other parts.

**28. Non-Collusion, Acceptance.**

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

**29. Indemnification.**

Unless due to the negligence the IEDC, the Grantee shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Grantee or its subcontractor(s), and from all judgments recovered therefrom and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Grantee and/or subcontractor(s), agents, officers, or employees in connection with performance of this Grant Agreement. The IEDC shall not provide such indemnification to Grantee.

**30. Public Relations and Marketing.**

All external facing communications related to this Grant and the Plan, including but not limited to marketing, public relations and social media materials and content, shall be developed in consultation with the IEDC and receive IEDC and Grantee written approval prior to publication. Communications should include appropriate reference to the IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Grant, including the use of the IEDC logo and IEDC social media tags and reference to IEDC social media accounts. All communications required under this paragraph shall be sent to READI@iedc.in.gov.

31. **Use of the IEDC Name.**
The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Grantee agrees that it will not use the name or intellectual property, including, but not limited to, IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. In all cases in which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

32. **Obligations Limited to Grantee.** Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer, commissioner, board member, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious actions by such individual.

*Signatures on Following Page -- Remainder of Page Intentionally Left Blank*

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

**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**

Anna M Gremling

Signature

Anna M Gremling, Executive Director

Printed Name and Position/Title

Date: 8/1/22

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**

**David Rosenberg, Executive Vice President**

**(Digital Signature Stamp Below)**

8.9.2022

**STATE BUDGET AGENCY**

Joseph M. Haling (for)

Zachary Q. Jackson
Director

Date: 8/24/2022

# EXHIBIT A

The complete Exhibit A can be found at the following link:

https://www.iedc.in.gov/program/indiana-readi/regions

# Exhibit B

ITEM 5

**CLAIM VOUCHER**

Indianapolis Metropolitan Planning Organization

INVOICE

Street Address
City, ST ZIP Code
Phone 405.555.0190 Fax 405.555.0191

**DATE:** July 19, 2022
**Entity Invoice #**
**IEDC Grant ID :** 423734
**Project #**

**Remit Via email to:**
Indiana Economic Development Corporation
processing@iedc.in.gov
One North Capital Ave Suite 700
Indpls IN 46204

| IEDC USE ONLY | |
|---|---|
| **Purchase Order #** | |
| **Invoice #** | |
| **Voucher #** | |

| DESCRIPTION | AMOUNT |
|---|---|
| **Itemized** (provide budget categories if applicable) | |
| **Progress Report** | |
| | |
| **TOTAL** | |

*I am authorized to present this claim for reimbursement. I certify that the account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.*

Name: _____ Title: _____

Signature: _____ Date: _____

# State of Indiana American Rescue Plan Act

## Coronavirus State and Local Recovery Funds

**CFDA: 21.027**

## Information and Questionnaire for Subrecipients

### SUBRECIPIENT INFORMATION

| | |
|---|---|
| Entity Name | Indianapolis Metropolitan Planning Organization |
| Address | 200 E Washington Street, Suite 2322, Indianapolis, IN 46204 |

**Contact Person:**

| | |
|---|---|
| Name | Anna Gremling |
| Email | anna.gremling@indympo.org |
| Phone Number | 317-327-5487 |

**Type of Entity**

**Approximate Total Entity-Wide Annual Operating Budget**

| | Previous Fiscal Year | Current Fiscal Year |
|---|---|---|
| Federal Funds | $ 2,381,757.00 | $ 2,110,915.00 |
| Non Federal Funds | $ 595,439.00 | $ 527,729.00 |

**Chief Executive and Staff, Tenure in Office**

| | Name | Years |
|---|---|---|
| Chief Executive Official | Anna Gremling | 10 |
| Chief Financial Officer | Kristyn Sanchez* | 9 |
| Grant Program Manager | Rose Scovel** | 3 |

* Official title: Senior Finance Analyst I
** Official title: Principal Planner I

**GENERAL ASSESSMENTS**

1. Is the entity new to operating or managing federal funds (has not done so within the past five years)?

   Yes [ ] No [X]

2. Has there been high staff turnover or agency reorganization that affects this program?

   Yes [ ] No [X]

3. Is staff assigned to the program experienced with managing federal funds?

   Yes [X] No [ ]

**AUDIT REQUIREMENTS**

1. Was the entity required to obtain a single audit for its most recently completed fiscal year?

   Yes [X] No [ ]

2. Did the entity obtain the required audit?

   Yes [X] No [ ]

3. Was the audit report free of findings?

   Yes [X] No [ ]

4. Were audit reports free of questioned costs?

   Yes [X] No [ ]

5. Was a corrective action plan required?

   Yes [ ] No [X]

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# APPENDIX II

## SCOPE OF SERVICES

For purposes of this Appendix II, HCEDC refers to the Hancock County Economic Development Council and IMPO refers to the Indianapolis Metropolitan Planning Organization.

Fiscal Agent:

1. Manage federal requirements related to funding in coordination with HCEDC who will manage and hold the sub-recipient agreements.
    a. Require sub-recipients to carry general liability insurance, workers' compensation insurance, and automobile insurance with the IMPO and HCEDC named additional insured. Policy amounts and details will be included in the sub-recipient agreements.
    b. Require sub-recipients to submit affidavit of participation in eVerify for their hiring processes.
    c. Require conflicts of interest to be disclosed in writing.
2. Provide separate accounting for the READI award, including the award amount, expenditures submitted via invoice, local match, and payments made to sub-recipients.
    a. Require sub-recipients provide a written progress report with each invoice.
    b. Process drawdown requests
3. Provide required information on the financial status of the projects in the READI portfolio to the Indiana Economic Development Corporation (IEDC).
4. Participate in regular meetings between the regional board and IEDC.
5. Coordinate with the project manager on timelines and deadlines.
6. Coordinate with the project manager on procurement.

Grant Management:

1. Review all IEDC Grant Management training and information.
2. Maintain the projects in the READI portfolio in the IEDC Grant Management tool.
3. Complete all mandatory grant management tasks required by IEDC on behalf of the region.
4. Coordinate with project manager on any quarterly tracking meetings with sub-recipients to identify changes to work, timeline, budget, or compliance issues.

Not included:

1. Communication strategy and collateral including press releases, webpage, social media.
2. Public hearing facilitation/attendance.
3. Sub-recipient agreements and legal review of sub-recipient agreements.
4. Procurement of sub-recipients.
5. Procurement/contracting a project manager.

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# APPENDIX III

## AFFIDAVIT

E-Verify. Pursuant to Indiana Code 22-5-1.7-11, the _____ entering into a contract with _____ is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The _____ is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the _____, being first duly sworn, deposes and states that the _____ does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the _____, the undersigned _____ will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(_____f): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,

20 ___

My commission expires: _____ (Signed) _____

Residing in _____County, State of_____

0141736.0758678 4867-2888-1958v5

# EXHIBIT D

## SUBRECIPIENT AGREEMENT

# SUBRECIPIENT AGREEMENT

**THIS SUBRECIPIENT AGREEMENT** (the "Agreement") is entered into this __ day of _____, 2022 (the "Effective Date") by and between the Indianapolis Metropolitan Planning Organization (the "Recipient") and _____ (the "Subrecipient").

**WHEREAS**, the Recipient has received a grant (the "Grant") in the amount of $_____ under the State of Indiana's Regional Economic Acceleration and Development Initiative ("READI") from the Indiana Economic Development Corporation (the "IEDC") which was memorialized in the Grant Agreement attached hereto as Appendix I and incorporated into this Agreement (the "Grant Agreement"); and

**WHEREAS**, the Recipient has requested that the Subrecipient provide certain services relating to the Grant described herein as the "Services"; and

**WHEREAS**, in furtherance of the Grant, the Recipient desires to engage the Subrecipient to deliver the Services; and

**WHEREAS**, the Grant funds used for READI program by the State of Indiana are pass through federal monies granted from Coronavirus State and Local Fiscal Recovery Funds, a part of the American Rescue Plan Act; and

**WHEREAS**, Recipient is a "sub-recipient" to the Grant award made for the purpose of the READI program; and

**WHEREAS**, the Subrecipient is established pursuant to Indiana Code [_____]; and

**WHEREAS**, the Subrecipient has submitted to the Recipient the information and questionnaire for subrecipients; and

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

1. INTERPRETATION AND INTENT. The "Agreement", as referred to herein, shall mean this Agreement executed by Subrecipient and Recipient, and shall include these Terms and Conditions, any Attachments hereto and all addenda issued. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Subrecipient and Recipient. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Subrecipient or Recipient which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed under this Agreement or other rights or obligations of Subrecipient or Recipient the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Recipient and affording the greater right or remedy to Subrecipient, shall govern. This Agreement shall include, and incorporate by reference, any provision, covenant, or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

2. SCOPE OF SERVICES. The Subrecipient shall perform the services attached as Appendix II and made part of this Agreement (the "Services").

3. TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and end on the ____ day of _____, _____. The term of this Agreement may be extended by mutual consent of the Recipient and Subrecipient. A renewal shall be only by written instrument signed by both Subrecipient and Recipient and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

4. AMENDMENTS. Any revision to this Agreement, including Appendices, shall only be made by written amendment to this Agreement signed by both Subrecipient and Recipient.

5. COMPLIANCE WITH GRANT AND GRANT AGREEMENT. All activities authorized by this Agreement shall be performed in accordance with the Grant and the Grant Agreement.

6. USE OF GRANT FUNDS. Any Grant funds shall be used in accordance with the provisions of the Grant, the Grant Agreement, and this Agreement.

7. GRANT AMOUNT. The Recipient shall award to the Subrecipient an amount of $_____ to perform the Services in accordance with the Budget submitted to the IEDC attached hereto and incorporated herein as Appendix III. Subrecipient shall submit periodic invoices to the Recipient for performing the Services and for Eligible Costs (as defined under the Grant Agreement) incurred under this Agreement and the Grant Agreement and, upon receiving written approval from the Recipient, Subrecipient will submit the invoices with the appropriate claim forms through the IEDC grant portal for payment and/or reimbursement by the IEDC. IEDC will pay Subrecipient within forty-five (45) days after receipt of such properly itemized claim forms. IEDC shall compensate Subrecipient from the three percent (3%) administrative uses fee allowed in the Grant, subject to the limitations of 2 CFR §§ 200.435 and 200.441.

8. REPRESENTATIONS AND WARRANTIES. Subrecipient hereby represents, warrants and covenants as follows:

A. Subrecipient is eligible to receive and utilize Grant funds in accordance with the terms and conditions of this Agreement, the Grant, and the Grant Agreement;

B. Subrecipient is currently in compliance and shall remain in compliance with 2 C.F.R. Part 25, requiring registration in the federal System for Award Management (SAM.gov) as amended from time to time, and 2 C.F.R., Part 170, requiring reporting of a subaward and executive compensation information, as amended from time to time;

C. Subrecipient has prior experience with similar Grants and holds the capacity to comply with the terms set forth under this Agreement and the Grant Agreement;

D. Subrecipient will undertake and complete the Services in accordance with this Agreement and the Grant Agreement;

E. Subrecipient has reviewed and understands the terms and conditions pertaining to the Grant, including but not limited to (i) those terms and conditions set forth under Section 7 of the Grant Agreement pertaining to project monitoring by the IEDC, (ii) those terms and conditions set forth under Section 8 of the Grant Agreement pertaining to compliance with audit and reporting requirements, and (iii) those terms and conditions set forth under Section 9 of the Grant Agreement pertaining to compliance with local, state and federal laws and regulations; and

F. Subrecipient covenants and agrees that it shall be solely responsible for the repayment of all Grant funds made available to it hereunder within fifteen (15) days should it be determined that (i) Subrecipient was ineligible to receive the Grant funds; (ii) Subrecipient made any misrepresentation in conjunction with this Agreement or the Grant Agreement; or (iii) Subrecipient used Grant funds for any purpose or in any manner contrary to or inconsistent with this Agreement or the Grant Agreement.

9. SUBCONTRACTING. The performance covered by this Agreement shall not be subcontracted, assigned or delegated without the prior written consent of the other party. In the event of any such subcontracting, assignment or delegation, Subrecipient shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Subrecipient shall be responsible for compliance by any person or persons to whom such responsibilities or obligations are sublet, assigned or delegated under this Agreement and Subrecipient shall be held liable for any such person or persons not following the provisions of this Agreement. Recipient shall have no obligation whatsoever toward such persons. Subrecipient shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Subrecipient of any responsibility for performing under this Agreement. In the event Subrecipient elects to delegate any portion of the Services to a third-party and Recipient approves such delegation in writing, then Subrecipient shall be solely responsible for determining whether such third-party constitutes a "sub-recipient" within the meaning of the Uniform Requirements (defined herein). In the event Subrecipient determines that any third-party constitutes a "sub-recipient" for purposes of the Uniform Requirements, Subrecipient shall be solely responsible for monitoring the performance of such third-party and securing any and all information required to ensure compliance hereunder, under the Grant Agreement and under applicable provisions of federal law including but not limited to the Uniform Requirements.

10. RESPONSIBILITIES. The Recipient and Subrecipient agree to comply with the provisions of the Grant, the Grant Agreement and this Agreement, and all requirements and standards which include but are not limited to the following:

A. Selection of Vendors and Contractors. Subrecipient shall be solely responsible for selecting vendors using an appropriate and applicable federal procurement process as required under applicable federal statutes and regulations, including but not limited to 2 C.F.R 200 *et seq.,* the Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards (the "Uniform Requirements"). Subrecipient shall further be solely responsible for entering into vendor or sub-recipient agreements with the applicable vendors and/or subrecipients. Recipient will not be responsible for procurement, legal review of contracts or agreements, or holding contracts or agreements. Recipient shall receive copies of executed contracts or agreements for record keeping and funds management. Subrecipient shall be liable for all procurement and Subrecipient expressly agrees that Recipient shall not be liable for procurement.

B. Purchase of Property and Equipment. Subrecipient shall be solely responsible for the procurement and purchase of any property or equipment using an appropriate and applicable federal procurement process as required under applicable federal statutes, including under the Uniform Requirements. Recipient will not be responsible for procurement, reporting or tracking of property or equipment purchased with Grant funds.

C. Insurance. Subrecipient shall require in contracts and sub-recipient agreements that vendors, contractors and subrecipients carry insurance policies of the types and in the amounts set forth in this Section 10(C) and list the Subrecipient and Recipient as additional insureds on said policies. Subrecipient shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and Recipient from the claims set forth below which may arise out of or result from Subrecipient's operations under this Agreement, whether such operations be by Subrecipient or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Subrecipient's insurance shall be not less than the amounts shown below:

i. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations

| | |
|---|---|
| Each Occurrence Limit | $1,000,000.00 |
| Damage to Rented Premises | $100,000.00 (each occurrence) |
| Medical Expense Limit | $5,000.00 |
| Personal and Advertising Injury Limit | $500,000.00 |
| General Aggregate Limit | $2,000,000.00 (Other than Products Completed Operations) |

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

| | |
|---|---|
| Products/Completed Operations | $1,000,000.00 |

ii. Auto Liability — $1,000,000.00 (combined single limit) (owned, hired & non-owned)

iii. Excess/Umbrella Liability — $1,000,000.00 (each occurrence and aggregate)

iv. Worker's Compensation — Statutory

v. Employer's Liability

| | |
|---|---|
| Bodily Injury Accident | $100,000.00 each accident |
| Bodily Injury by Disease | $100,000.00 each employee |
| Bodily Injury by Disease | $500,000.00 policy limit |

Certificates of Insurance, naming the Subrecipient as an "additional insured," (i. ii. and iii. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with Recipient prior to commencement of any work. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after written notice has been given to Recipient. Upon cancellation, Subrecipient shall obtain a new insurance policy in accordance with this Section 10(C) and send a copy of the new policy to the Recipient.

With the prior approval of Recipient, Subrecipient may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Subrecipient shall be responsible for all deductibles.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Subrecipient to the above enumerated amounts.

D. Allowable and Allocable Costs. Costs must be necessary, reasonable and directly related to the Grant. In addition, costs must be legal and proper.

E. 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. In no event will the costs for the Services exceed $_____, unless agreed to in writing by the Recipient and Subrecipient.

F. Restriction on Disbursements. No money under this Agreement and the Grant shall be disbursed by the Subrecipient to any vendor, contractor or subrecipient except pursuant to a written contract which incorporates the applicable requirements of this Agreement, the Grant, the Grant Agreement and IEDC regulations and unless the contractor is in compliance with IEDC requirements for applicable accounting and fiscal matters. Subrecipient will not approve the disbursement of Grant funds until all documentary materials required by the Grant have been received and approved by the IEDC.

G. Grant Funds. Grant funds must be obligated by _____ (the "Grant Obligation Date") and may continue to be liquidated through _____. On or before _____, Recipient shall submit a plan to the IEDC detailing how all currently unobligated funds will be obligated by the Grant Obligation Date.

H. Claim Forms. Subrecipient will submit claim forms as required by the IEDC in accordance with the procedures for claims set forth in the Grant.

I. Records and Reports. The READI program will be subject to audit by the State of Indiana. Subrecipient will retain all documents related to the program for a period of at least five (5) years after the final payment is made. Subrecipient will submit required progress reports through the Grant Management Tool containing reasonably requested information by the IEDC.

i. At such times and in such forms as IEDC or the Recipient may require, Subrecipient shall furnish to IEDC or the Recipient such statements, records, data and information as IEDC or the Recipient may request pertaining to matters covered by this Agreement.

ii. The Subrecipient shall, at a minimum, submit the following reports to the Recipient:

a. Quarterly progress reports due by the 15th day following the end of each calendar quarter, such reports outlining activities undertaken during such calendar quarter relative to the Grant.

b. 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 Grant and activities undertaken during such calendar quarter.

c. The reports required in Section 10(I)(ii)(a) and Section 10(I)(ii)(b) above shall be submitted by Subrecipient to Recipient for a period of five (5) years following the expiration of this Agreement.

d. 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 national objective prescribed under the Grant.

e. 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 Agreement.

J. Additional Information upon Request. The Subrecipient shall, upon request of Recipient, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

K. E-Verify. Subrecipient shall require vendors, contractors and sub-recipients to enroll in and verify the work eligibility status of all newly hired employees of Subrecipient through the E-Verify Program in accordance with Section 19 of this Agreement.

L. Conflicts of Interest. Subrecipient shall require vendors, contractors and subrecipients with potential conflicts of interest to document such conflicts of interest.

11. ACCESS TO RECORDS. At any time during normal business hours and as often as the Recipient, IEDC, and/or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to the Recipient, IEDC 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, IEDC, 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. NECESSARY INFORMATION. Subrecipient certifies that it will furnish Subrecipient, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules, regulations and ordinances, and all other units of local government, the State of Indiana, and the United States. Subrecipient further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement.

13. TERMINATION OF AGREEMENT. This Agreement may be terminated in whole or in part in writing by Recipient for convenience. If the Agreement is terminated, then Recipient shall be entitled to the full compensation for all work performed under this Agreement by Recipient up to the date of termination. Notwithstanding any other provision of this Agreement, if Grant funds for the continued fulfillment of this Agreement are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Recipient shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received.

14. EXPENDITURE OF FUNDS. 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. EQUAL OPPORTUNITY AND NONDISCRIMINATION. The parties agree to comply with equal opportunity requirements applicable to Grant activities. Specifically, the parties agree 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. 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.

C. 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.

D. 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.

16. COMPLIANCE WITH LAWS. The parties agree to abide by all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions, including but not limited to the Drug-Free Workplace Act of 1988 and those federal rules and regulations referred to in this Agreement.

17. COMPLIANCE WITH FEDERAL THIRD-PARTY CONTRACT PROVISIONS. The parties agree to abide by all federal and IEDC contract provisions in carrying out the subject Grant.

18. DEBARMENT. The parties certify, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of a party.

19. COMPLIANCE WITH E-VERIFY PROGRAM. Pursuant to IC 22-5-1.7, the parties shall enroll in and verify the work eligibility status of all newly hired employees of each party through the E-Verify Program ("Program"). The parties are not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Each party and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that a party or its subcontractor subsequently learns is an unauthorized alien. If a party violates this Section, the non-defaulting party shall require the other party to remedy the violation not later than thirty (30) days after notifying the party. If a party fails to remedy the violation within the thirty (30) day period, the other shall terminate the contract for breach of contract. Pursuant to IC 22-5-1.7 a fully executed affidavit in the form attached hereto as Appendix IV affirming that each party does not knowingly employ an unauthorized alien and confirming the party's enrollment in the Program, unless the Program no longer exists, shall be filed with the other party prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with each party. If a party terminates the Agreement, the other party shall, in addition to any other contractual remedies, be liable to the other party for actual damages. There is a rebuttable presumption that the parties did not knowingly employ an unauthorized alien if a party verified the work eligibility status of the employee through the Program.

20. PUBLIC RELATIONS AND MARKETING. Subrecipient agrees to comply with the terms in Section 30 of the Grant Agreement relating to public relations and marketing and the terms in Section 31 of the Grant Agreement relating to the use of the IEDC name.

21. AUTHORITY TO BIND. Notwithstanding anything in this Agreement to the contrary, the signatories for Recipient and Subrecipient each represent to the other party that he/she has been duly authorized to execute agreements on behalf of such party and has obtained all necessary or applicable approval to make this Agreement fully binding upon his/her party when his/her signature is affixed hereto.

22. ELECTRONIC SIGNATURE. Recipient and Subrecipient agree to signature both in counterparts and by facsimile.

23. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

24. WAIVER. Subrecipient's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall operate as a waiver of any of Subrecipient's rights or remedies.

25. ATTORNEYS' FEES. Subrecipient shall be liable to Recipient for reasonable attorneys' fees incurred by Recipient in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Subrecipient, or from Subrecipient's failure to fulfill any provisions or responsibility provided herein.

26. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties hereby expressly consents to the personal jurisdiction of the state and federal courts located in Marion County, Indiana for any lawsuit filed there arising from or related to this Agreement.

27. FORCE MAJEURE. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster , strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to services already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

28. CONFLICT OF INTEREST. The Subrecipient certifies and warrants that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Grant or otherwise related to the terms of this Agreement.

29. INDEMNIFICATION. Subrecipient agrees to indemnify, defend, and hold harmless the Recipient and its officers, agents, officials and employees from and against any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Subrecipient or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. Recipient shall not provide such indemnification to Subrecipient.

30. NOTICE. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Recipient:

Indianapolis Metropolitan Planning Organization
200 East Washington Street
Suite 2322
Attn: Executive Director
Indianapolis, IN 46204

To Subrecipient:

_____
_____
_____
Attn: _____
_____

IN WITNESS WHEREOF, the Recipient and the Subrecipient have executed this Agreement as of the Effective Date.

**RECIPIENT**

**THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**

By: _____
Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

Printed: _____

Title: _____

**SUBRECIPIENT**

_____

By: _____

# APPENDIX I

## GRANT AGREEMENT

# APPENDIX II

## SCOPE OF SERVICES

For purposes of this Appendix II, IMPO refers to the Indianapolis Metropolitan Planning Organization and _____.

**[To be attached prior to execution]**

# APPENDIX III

## BUDGET

## APPENDIX IV

## AFFIDAVIT

E-Verify. Pursuant to Indiana Code 22-5-1.7-11, the _____ entering into a contract with _____ is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The _____ is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the _____, being first duly sworn, deposes and states that the _____ does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the _____, the undersigned _____ will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(_____): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,

20 ___

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

0141736.0758678 4867-7518-5195v5

# EXHIBIT E

## VENDOR AGREEMENT

# VENDOR AGREEMENT
# BETWEEN
# THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
# AND

_____

# FOR

_____

This Vendor Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Indianapolis Metropolitan Planning Organization** (hereinafter referred to as "IMPO") and _____ (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

## SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by IMPO and Contractor, and shall include these Terms and Conditions, any Attachments hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between IMPO and Contractor, in writing, after the date of this Agreement.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between IMPO and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by IMPO or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both IMPO and Contractor.

1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of IMPO or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to IMPO, shall govern.

1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against IMPO solely by virtue of IMPO or IMPO's representatives having drafted all or any portion of this Agreement.

1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

## SECTION II. DUTIES OF CONTRACTOR

2.01 Contractor shall provide services as specified in Attachment A, _____, attached hereto and incorporated into this Agreement. Contractor shall perform and carry out the professional services relating to this Agreement in a timely and professional manner consistent with industry standards.

## SECTION III. TERM

3.01 The term of this Agreement shall begin upon execution of this Agreement by all parties and IMPO's receipt of a Purchase Order and shall terminate on _____ unless terminated earlier in accordance with this Agreement.

3.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both IMPO and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

## SECTION IV. COMPENSATION

4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, attached hereto and incorporated herein. However, in no event shall compensation for services under this Agreement exceed _____ ($XXXX.XX).

4.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to IMPO. IMPO will pay Contractor within forty-five (45) days after receipt of such properly itemized claim forms.

## SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of IMPO. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by IMPO for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate IMPO in any way.

5.02 Subcontracting. The parties agree that Contractor may subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder. In the event of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Contractor shall be responsible for compliance by any person or persons to whom such responsibilities or obligations are sublet, assigned or delegated under this Agreement and Contractor shall be held liable for any such person or persons not following the provisions of this Agreement. IMPO shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such

persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish IMPO, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules, regulations and ordinances of IMPO, and all other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality.

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from IMPO during the performance of its services is confidential and may not, without prior written consent of IMPO, be disclosed to a person not in IMPO's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to IMPO. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to IMPO prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, IMPO that is required to be kept confidential by IMPO pursuant to Indiana law except as contemplated by Section 5.04.1, above.

5.04.3 Contractor acknowledges that IMPO will not treat this Agreement as confidential information. Use by the public of any document or the information contained therein shall not be considered an act of IMPO.

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment

under this Agreement for inspection by IMPO or any other authorized representative of IMPO. Copies thereof, if requested, shall be furnished at no cost to IMPO.

5.06 Ownership.

5.06.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Contractor, either solely or jointly with IMPO, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of IMPO. At IMPO's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in IMPO. Without the prior written consent of IMPO, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. IMPO shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and IMPO from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)
Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations

| | |
|---|---|
| Each Occurrence Limit | $1,000,000.00 |
| Damage to Rented Premises | $100,000.00 (each occurrence) |
| Medical Expense Limit | $5,000.00 |
| Personal and Advertising Injury Limit | $500,000.00 |
| General Aggregate Limit | $2,000,000.00 (Other than Products Completed Operations) |

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

| | |
|---|---|
| Products/Completed Operations | $1,000,000.00 |

B. Auto Liability — $1,000,000.00 (combined single limit) (owned, hired & non-owned)

C. Excess/Umbrella Liability — $1,000,000.00 (each occurrence and aggregate)

D. Worker's Compensation — Statutory

E. Employer's Liability

| | |
|---|---|
| Bodily Injury Accident | $100,000.00 each accident |
| Bodily Injury by Disease | $100,000.00 each employee |
| Bodily Injury by Disease | $500,000.00 policy limit |

F. [Reserved for Professional Liability or additional riders as needed]

5.07.1 Certificates of Insurance, naming the Indianapolis Metropolitan Planning Organization as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with IMPO prior to commencement of any work. The coverages afforded under the policies shall not be cancelled or not renewed until at

least thirty (30) days after written notice has been given to IMPO. Upon cancellation, Contractor shall obtain a new insurance policy in accordance with Section 5.07 of this Agreement and send a copy of the new policy to the IMPO.

5.07.2 With the prior approval of IMPO, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it replaces a project manager without the prior written consent of the IMPO, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then IMPO may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days' written notice of IMPO's intent to terminate, and (2) an opportunity for consultation with IMPO prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by IMPO to be incurred by reason of Contractor's default.

5.08.2 This Agreement may be terminated in whole or in part in writing by IMPO for IMPO's convenience; provided that Contractor is given (1) not less than ten (10) calendar days' written notice of intent to terminate and (2) an opportunity for consultation with IMPO prior to termination. If IMPO terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.08.3 Upon receipt of notice of termination for default or for IMPO's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to IMPO all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of IMPO. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.08.2 and the

recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by IMPO are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then IMPO shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. IMPO agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless IMPO and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. IMPO shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of IMPO.

5.11 IMPO Premises/Facility. To the extent applicable or required by law, Contractor agrees to take all action necessary while on IMPO's premises to ensure that anyone performing work under this Agreement, shall not jeopardize, injure, threaten or in any way compromise the health, safety and/or well being of the person at IMPO's facility, including, but not limited to its employees. In addition thereto, Contractor agrees to adhere to any and all applicable safety and procedure policies in place and used at IMPO's facility. Contractor further agrees that any property situated on IMPO's premises and owned by IMPO, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by IMPO personnel at any time with or without notice.

5.12 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
[_____]
[_____]
[_____]

To MPO:
Indianapolis Metropolitan Planning Organization
200 East Washington Street
Suite 2322

| | |
|---|---|
| Attn: [_____] | Attn: Executive Director |
| [_____] | Indianapolis, IN 46204 |

5.13 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with IMPO. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and IMPO may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by IMPO or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against IMPO for such costs. IMPO may withhold payments on disputed items pending resolution of the dispute.

5.14 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Contractor agrees to comply with the Title VI of the Civil Rights Act assurances in Attachment C, attached hereto and incorporated into this Agreement. Breach of this section shall be regarded as a material breach of this Agreement.

5.15 Conflict of Interest. Contractor certifies and warrants to IMPO that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with IMPO.

5.16 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty IMPO shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.17 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster , strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to services already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.18 Applicable Laws; Forum.

5.18.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by IMPO and Contractor to determine whether the provisions of the Agreement require formal modification.

5.18.2 This Agreement shall be construed in accordance with the laws of the State of Indiana. Contractor hereby expressly consents to the personal jurisdiction of the state and federal courts located in Marion County, Indiana for any lawsuit filed there against Contractor by IMPO arising from or related to this Agreement.

5.19 Waiver. IMPO's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of IMPO's rights or remedies.

5.20 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.21 Attorneys' Fees. Contractor shall be liable to IMPO for reasonable attorneys' fees incurred by IMPO in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.22 Successors and Assigns. IMPO and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of IMPO. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of IMPO.

5.23 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by IMPO.

5.24 Debarment and Suspension.

5.24.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.24.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.24.3 Contractor shall provide immediate written notice to IMPO if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.24.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.25 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.25.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.25, IMPO shall require Contractor to remedy the violation not later than thirty (30) days after IMPO notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, IMPO shall terminate the contract for breach of contract.

If IMPO terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to IMPO for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.25.2 If Contractor employs or contracts with an unauthorized alien but IMPO determines that terminating the contract would be detrimental to the public interest or public property, IMPO may allow the contract to remain in effect until IMPO procures a new contractor.

5.25.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.25, Contractor may terminate its contract with the subcontractor for such violation.

5.25.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with IMPO prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with IMPO.

5.26 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to IMPO. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, IMPO may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

5.27 Electronic Signature. Contractor and IMPO agree to signature both in counterparts and by facsimile.

5.28 Method of Payment. Contractor shall submit invoices and accept invoice payments as prescribed by IMPO in its sole option and discretion. All invoices shall be submitted via the IMPO invoice portal. IMPO will not be responsible for any card fees or other bank charges incurred by the Contractor.

5.29 Additional Information upon Request. The Contractor shall, upon request of IMPO, make available its policies, practices and standards for the hiring of applicants, except as prohibited under IC 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

5.30 Wage Theft/Payroll Fraud. The Contractor shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Contractor or its subcontractors to IMPO within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Contractor with respect to services provided to IMPO, IMPO may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies. Contractor shall provide a sworn statement on whether the Contractor had any adverse determinations rendered against the Contractor within the preceding three (3) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

**XXXXXXXXX** ("Contractor")

By: _____ Date: _____

Printed: _____

Title: _____

**THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION** ("IMPO")

By: _____ Date: _____
Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

## ATTACHMENT A: SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Vendor Agreement (hereinafter "Agreement") by and between the **Indianapolis Metropolitan Planning Organization** (hereinafter "IMPO") and **XXXXXXX** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

# ATTACHMENT B: PRICING

## ATTACHMENT C: TITLE VI ASSURANCES

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:

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, 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 when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** 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 subcontractor 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, or national origin.

4. **Information and Reports:** 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, other sources of information, and its facilities as may be determined by IMPO or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to IMPO, or the *Federal Highway Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, IMPO shall impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:

    a) withholding of payments to the contractor under the contract until the contractor complies, and/or
    b) cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) 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 subcontractor procurement as IMPO or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request IMPO to enter into such litigation to protect the interests of IMPO, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# AFFIDAVIT

E-Verify. Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with IMPO is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the IMPO, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): _____

By (Written Signature):

_____

(Printed Name): _____

(Title): _____

***Important- Notary Signature and Seal Required in the space below if Docusign is NOT used***

STATE OF _____ SS:

COUNTY OF _____

Subscribed and sworn to before me this_____ day of _____ 20_____

My commission expires_____ (Signed)_____

Residing in _____County, State of _____

0141736.0758678 4855-3819-3195v6

# Memo

**To:** **Executive Committee**

**From:** IMPO

**Date:** 09/23/22

**Re:** 2022-EXEC-019

---

Resolution Bundle 2022-EXEC-019 includes the following resolutions, which enable the Executive Director to enter into agreements with vendors for products and services as described:

A. HWC Engineering Inc.
   a. A vendor agreement to provide program management and coordination with the regions projects for the 180 Alliance READI grant award
   b. RFP process
   c. Total Cost: $223,200.00 (100% federal funding through the 180 Alliance READI Grant Administrative funds.)
   d. Term; upon execution thru December 31, 2026.

If you have additional questions, please feel free to call Anna Gremling at 317.956-9347.

# A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION APPROVING CERTAIN ACTIONS REGARDING THE REGIONAL ECONOMIC ACCELERATION AND DEVELOPMENT INITIATIVE PROGRAM

Resolution Number 2022-EXEC-019

**WHEREAS,** the Indianapolis Metropolitan Planning Organization (the "IMPO") is established under IC 36-7-7.7 *et seq.* with the purpose to institute and maintain a comprehensive planning and programming process for the Indianapolis Metropolitan Planning Area ("Planning Area"); and

**WHEREAS,** the IMPO Executive Committee ("Executive Committee"), a committee of the IMPO, is the overseeing body for the IMPO, other than for transportation-related funding activities of the IMPO under applicable U.S. Department of Transportation regulations; and

**WHEREAS,** pursuant to Resolution Number 2022-Exec-16, the IMPO has received a grant (the "Grant") under the State of Indiana's Regional Economic Acceleration and Development Initiative ("READI") from the Indiana Economic Development Corporation which was memorialized in a Grant Agreement; and

**WHEREAS,** the Grant funds used for READI program by the State of Indiana are pass through federal monies granted from Coronavirus State and Local Fiscal Recovery Funds, a part of the American Rescue Plan Act, which will be distributed and used both inside and outside of the Planning Area; and

**WHEREAS,** the IMPO has previously entered into a Memorandum of Understanding with the members of the 180 Alliance, which memorialized and otherwise documented the 180 Alliance's agreement for the IMPO to serve as 180 Alliance's fiscal agent and grantee responsible for receiving and administering the READI Grant dollars for the READI program; and

**WHEREAS,** the IMPO desires to select certain subrecipients and vendors to provide certain services relating to the Grant; and

**WHEREAS,** pursuant to Resolution Number 2022-Exec-018, the Executive Committee authorized the Executive Director or any staff necessary to select vendors and subrecipients and enter into Subrecipient Agreements and Vendor Agreements; and

**WHEREAS,** it is the desire of the Executive Committee to authorize and approve certain actions as further set forth in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED,** by the Executive Committee of the IMPO as follows:

**SECTION 1:** That the Executive Director is approved and authorized to negotiate and enter into the contracts and agreements listed in Exhibit A attached hereto and incorporated by reference.

**SECTION 2:** That any prior action taken by the Executive Director or any staff necessary in connection with the items approved herein is hereby ratified and adopted as actions on behalf of the IMPO.

**SECTION 3:** That any officer, including but not limited to the Executive Director of the IMPO, and each of them, is authorized and empowered to execute all agreements, instruments and other documents, in such form and as each of such officer(s) considers necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof; the taking of any such action and execution of any such agreement, instrument or document to be conclusive evidence of the due authorization thereof by the Executive Committee of the IMPO.

**SECTION 4:** This Resolution shall be effective immediately upon its passage.

* * * * *

**PASSED** by the Executive Committee of the Indianapolis Metropolitan Planning Organization this ___ day of _____, 2022.

_____
J. Andrew Cook
Chair, Indianapolis MPO Executive Committee

_____
Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

# EXHIBIT A

## CONTRACTS AND AGREEMENTS

**HWC ENGINEERING, INC**

To provide management coordination with the region's projects, for the 180 Alliance READI Grant award. The work is to be 100% funded through the 180 Alliance READI grant administrative funds, not to exceed $223,200.00. The term of the agreement will begin upon execution and extend to December 31, 2026.

**-A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION APPROVING THE IMPO 2023 BUDGET**

Resolution Number 2022-EXEC-021

**WHEREAS,** the Indianapolis Metropolitan Planning Organization (the "IMPO") is charged with the responsibility of providing for the continuing, cooperative and comprehensive transportation planning process for the Indianapolis Metropolitan Planning Area ("Planning Area"); and

**WHEREAS,** the IMPO Executive Committee ("Executive Committee"), a committee of the IMPO, is the overseeing body for the IMPO, other than for transportation-related funding activities of the IMPO under applicable U.S. Department of Transportation regulations; and

**WHEREAS,** the Transportation Policy Committee has approved the 2023 Unified Planning Work Program and authorized the IMPO to enter into a grant agreement with the Indiana Department of Transportation.

**WHEREAS,** the IMPO is serving Project 180 and the 70-40 Mt. Comfort regions as recipient and sub-recipient on the Indiana Economic Development Corporation's (IEDC's) Regional Economic Acceleration and Development Initiative (READI) awards.

**WHEREAS,** it is the desire of the Executive Committee to authorize and approve the 2023 IMPO budget as further set forth in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED,** by the Executive Committee of the IMPO as follows:

**SECTION 1:** Approve and adopt the Indianapolis Metropolitan Planning Organization 2023 Budget and authorize the Executive Director to negotiate and enter into the contracts and engagements necessary to implement the budget in Exhibit A attached hereto and incorporated by reference.

**SECTION 2:** That any prior action taken by the Executive Director or any staff necessary in connection with the item or items approved herein is hereby ratified and adopted as actions on behalf of the IMPO.

**SECTION 3:** That any officer, including but not limited to the Executive Director of the IMPO, and each of them, is authorized and empowered to take any and all action necessary and to execute all agreements, instruments and other documents, in such form and as each of such officer(s) considers necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof; the taking of any such action and execution of any such agreement, instrument or document to be conclusive evidence of the due authorization thereof by the Executive Committee of the IMPO.

**SECTION 4:** This Resolution shall be effective immediately upon its passage.

* * * * *

**PASSED** by the Executive Committee of the Indianapolis Metropolitan Planning Organization by a vote of ____ ayes and ____ nays this 23rd day of September, 2022.

_____
Chair, Indianapolis MPO Executive Committee

_____
Anna M. Gremling
Indianapolis MPO Executive Director

4843-4174-0739v2

# EXHIBIT A

## 2023 Budget

**Indianapolis Metropolitan Planning Organization (IMPO)**
**Annual Budget for Period: January 1, 2023 - December 31, 2023 (active through 12/31/2025)**
Prepared by S. Northup 9/6/22

| | | 100 | 200 | 300 | 400 | 500 | 600 | 700 | 800 | 900 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Planning Administration | Data and GIS | Programming | LR Transportation Plan & Air Quality & Freight | Multi Model (Transit & Active Transportation) | Other Planning Initiatives & Studies | Economic Development | Housing | Water & Environment | Total |
| | **REVENUE** | | | | | | | | | | |
| | **Grant Revenue** | | | | | | | | | | |
| | 2023 PL + 5303 | $998,633 | $326,783 | $248,446 | $395,095 | $631,658 | $163,341 | $0 | $0 | $0 | $2,763,957 |
| | 2022 PL +5303 | $435,595 | $440,000 | $61,914 | $101,061 | $0 | $392,400 | $0 | $0 | $0 | $1,430,970 |
| | HSIP | | | | | | | | | | $0 |
| | STBG | | | | | | | | | | $0 |
| | CMAQ | | | | | | | | | | $0 |
| | Other Non-MPO Grants | $320,000 | $0 | $0 | $0 | $0 | $0 | $24,250,000 | $0 | $0 | $24,570,000 |
| | Total Grant Revenue | $1,754,228 | $766,783 | $310,359 | $496,156 | $631,658 | $555,741 | $24,250,000 | $0 | $0 | $28,764,926 |
| | **Matching Revenue** | | | | | | | | | | |
| | 2023 PL + 5303 | $249,658 | $81,696 | $62,111 | $98,774 | $157,915 | $38,335 | $0 | $0 | $0 | $688,489 |
| | 2022 PL +5303 | $108,899 | $110,000 | $15,478 | $25,265 | $0 | $60,600 | $0 | $0 | $0 | $320,242 |
| | HSIP | | | | | | | | | | $0 |
| | STBG | | | | | | | | | | $0 |
| | CMAQ | | | | | | | | | | $0 |
| | Other Local Funds | $145,000 | $0 | $0 | $0 | $0 | $290,000 | $0 | $0 | $0 | $435,000 |
| | Total Match Revenue | $503,557 | $191,696 | $77,590 | $124,039 | $157,915 | $388,935 | $0 | $0 | $0 | $1,443,732 |
| | **Total Revenue** | **$2,257,786** | **$958,479** | **$387,949** | **$620,196** | **$789,573** | **$944,676** | **$24,250,000** | **$0** | **$0** | **$30,208,658** |
| | **Salaries & Benefits** | | | | | | | | | | |
| | | **100** | **200** | **300** | **400** | **500** | **600** | **700** | **800** | **900** | ***TOTAL*** |
| 7210 | Salaries & wage expenses | $374,799 | $155,330 | $174,129 | $161,263 | $88,198 | $42,134 | $27,624 | $0 | $0 | $1,023,477 |
| 72## | Benefits expenses | $218,315 | $90,477 | $101,428 | $93,933 | $51,374 | $24,542 | $0 | $0 | $0 | $580,069 |
| | Total Salaries & Benefits | $593,114 | $245,807 | $275,557 | $255,196 | $139,573 | $66,676 | $27,624 | $0 | $0 | $1,603,546 |
| | **Revenue less Salaries & Benefits** | **$1,664,672** | **$712,672** | **$112,392** | **$365,000** | **$650,000** | **$878,000** | **$24,222,376** | **$0** | **$0** | **$28,605,112** |
| | **Administrative Expenses** | | | | | | | | | | |
| | | **100** | **200** | **300** | **400** | **500** | **600** | **700** | **800** | **900** | ***TOTAL*** |
| 7500 | Contract service expenses | $265,800 | $0 | $0 | $0 | $0 | $0 | $321,000 | $0 | $0 | $586,800 |
| 8100 | Nonpersonnel expenses | $23,100 | $0 | $0 | $0 | $0 | $0 | $15,000 | $0 | $0 | $38,100 |
| 8200 | Facility & equipment expenses | $84,929 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $84,929 |
| 8300 | Travel expenses (lodging transportation and per diem) | $21,000 | $0 | $0 | $0 | $0 | $0 | $2,526 | $0 | $0 | $23,526 |
| 8500 | Other expenses | $197,670 | $0 | $77,392 | $0 | $0 | $0 | $0 | $0 | $0 | $275,062 |
| | Total Administrative expenses | $592,499 | $0 | $77,392 | $0 | $0 | $0 | $338,526 | $0 | $0 | $1,008,417 |
| | **Revenue less Salaries and Benefits and Administrative Expenses** | **$1,072,172** | **$712,672** | **$35,000** | **$365,000** | **$650,000** | **$878,000** | **$23,883,850** | **$0** | **$0** | **$28,012,612** |
| | **Consulting Budget** | | | | | | | | | | |
| | | **100** | **200** | **300** | **400** | **500** | **600** | **700** | **800** | **900** | ***TOTAL*** |
| | **Pass-Through (i.e. IndyGo, KnowZone, CIRTA, IEDC, EDA)** | $465,000 | $0 | $0 | $0 | $0 | $250,000 | $4,780,125 | $0 | $0 | $5,495,125 |
| 8000 | Consulting - Grant | $485,738 | $570,138 | $28,000 | $292,000 | $520,000 | $502,400 | $19,103,725 | $0 | $0 | $21,502,000 |
| 8000 | Consulting - Match | $121,434 | $142,534 | $7,000 | $73,000 | $130,000 | $125,600 | $0 | $0 | $0 | $599,569 |
| | **Total Consulting Project Expenses (INDOT Consulting Budget)** | **$607,172** | **$712,672** | **$35,000** | **$365,000** | **$650,000** | **$628,000** | **$19,103,725** | **$0** | **$0** | **$22,517,487** |
| | **Net Income/(Loss)** | **$0** | **$0** | **$0** | **$0** | **$0** | **$40,000** | **$0** | **$0** | **$0** | **$40,000** |