

**FIRST AMENDMENT**  
**TO READI SUBRECIPIENT AGREEMENT**  
**BETWEEN THE**  
**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**  
**AND**  
**TOWN OF WHITESTOWN**

This First Amendment to Subrecipient Agreement (the “Amendment”) is made and entered into as of the latest date of execution set forth below (the “Effective Date”), by and among the Indianapolis Metropolitan Planning Organization (the “IMPO”) and Town of Whitestown (the “Subrecipient”) as follows:

**WITNESSETH:**

**WHEREAS**, on or about February 24, 2023, the IMPO and Subrecipient entered into a certain Subrecipient Agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein by reference as Exhibit A;

**WHEREAS**, the IMPO and Subrecipient now desire to amend the Agreement to address the term of the agreement and a change in scope;

**WHEREAS**, Section 4 of the Agreement provides that any revisions to the Agreement, including appendices, shall only be made by written amendment to the Agreement signed by both the IMPO and the Subrecipient; and

**WHEREAS**, all defined terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, and agreements contained herein, the parties do hereby agree as follows:

1. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though they were fully set forth in this Section.
2. The Agreement shall be amended as follows:

This Agreement shall commence on the Effective Date and end on the 31<sup>st</sup> Day of December 2026.

This Agreement shall commence with a complete change in scope consisting of the installation of new water main and gravity sewers, manholes improvements to water mains that will be able to serve future developments as detailed in Exhibit B.

This Agreement shall commence with a revised budget as detailed in Exhibit C.

3. Except for the amended terms provided herein, the Agreement shall remain unchanged and the terms and conditions in full force and effect.
4. Each undersigned person executing this Amendment certifies that: (a) he or she has been empowered and authorized to execute and deliver this Amendment; and (b) he or she has full capacity, power, and authority to enter into and carry out this Amendment.
5. This Amendment may be signed in one or more counterparts, each of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the dates below.

**TOWN OF WHITESTOWN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF WHITESTOWN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF WHITESTOWN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF WHITESTOWN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF WHITESTOWN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Indianapolis Metropolitan Planning Organization  
Executive Director

**EXHIBIT A**  
**AGREEMENT**

## **SUBRECIPIENT AGREEMENT**

**THIS SUBRECIPIENT AGREEMENT** (the “Agreement”) is entered into this \_\_\_ day of March, 2023 (the “Effective Date”) by and between the Indianapolis Metropolitan Planning Organization (the “Recipient”) and Town of Whitestown (the “Subrecipient”).

**WHEREAS**, the Recipient has received a grant (the “Grant”) in the amount of \$20,000,000.00 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 IC-36-1-2-21; 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 31st day of December, 2025. 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 \$750,000.00 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 \$750,000.00, 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 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.
- 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 15<sup>th</sup> 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 15<sup>th</sup> 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:

Town of Whitestown  
6210 Veterans Drive  
Attn: Town Manager  
Whitestown, IN 46075



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

**RECIPIENT**

**THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**

DocuSigned by:  
By: Anna Gremling  
08ECFEC39ACE45E...  
Anna M. Gremling, Executive Director  
Indianapolis Metropolitan Planning Organization  
Anna Gremling  
Printed: \_\_\_\_\_  
Title: Executive Director

**SUBRECIPIENT**

**TOWN OF WHITESTOWN**

DocuSigned by:  
By: Jason Lawson  
5BAE14A2CC21404...  
Jason Lawson, Town Manager  
Jason Lawson  
Printed: \_\_\_\_\_  
Title: Town Manager

**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<sup>th</sup>) 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 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. Invalidity 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**

  
\_\_\_\_\_  
Signature  
Anna M Gremling, Executive Director  
Printed Name and Position/Title  
Date: 8/1/22

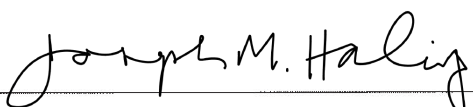
**INDIANA ECONOMIC DEVELOPMENT CORPORATION**

**David Rosenberg, Executive Vice President**

**(Digital Signature Stamp Below)**

 8.9.2022

**STATE BUDGET AGENCY**

 (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

## 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](mailto:processing@iedc.in.gov)  
One North Capital Ave Suite 700  
Indpls IN 46204

IEDC USE ONLY	
Purchase Order #	
Invoice #	
Voucher #	

DESCRIPTION	AMOUNT
<b>Itemized</b> (provide budget categories if applicable)	
<u>Progress Report</u>	
<b>TOTAL</b>	

*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: \_\_\_\_\_

**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

### GENERAL ASSESSMENTS

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

Yes

☐

No

☒

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

Yes

☐

No

☒

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

Yes

☒

No

☐

### AUDIT REQUIREMENTS

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

Yes

☒

No

☐

2. Did the entity obtain the required audit?

Yes

☒

No

☐

3. Was the audit report free of findings?

Yes

☒

No

☐

4. Were audit reports free of questioned costs?

Yes

☒

No

☐

5. Was a corrective action plan required?

Yes

☐

No

☒

## **APPENDIX II**

### **SCOPE OF SERVICES**

Whitestown is redeveloping their historic downtown core and the READI project is street improvements to facilitate proposed mixed-use infill and redevelopment. The development projects include apartments, town homes, retail, and office space along the Big 4 Trail. Improved roadway access is needed to support the Legacy Core redevelopment. The town has acquired property to facilitate the redevelopment of the area. The project is specifically improvements to Peters Street and Hull Street to include town 12' lanes, 2' of curb/gutter, and 6' sidewalks on both sides of the roadways. The developer has committed to 316 housing units and 8,100 square feet of commercial. The project is intended to run from the fourth quarter of 2022 through the second quarter of 2025. More intense and dense land uses benefit the climate by reducing sprawling development. Housing is needed in the community and multi-family solutions to housing support housing diversity and higher intensity land use. Pedestrian connectivity supports walking for short trips and mixed-use development provides walkable destinations.

**APPENDIX III**

**BUDGET**



## Sources and Uses Budget - Whitestown Legacy Core - Roadway Extension

Uses	Sources			
	Total Budget	READI Funds	Local Government	Private Match
<i>Construction - Roadways (Town Project)</i>				
Hull Street Improvements	\$803,697		\$803,697	
Peters Street Improvements	\$889,863	\$750,000	\$139,863	
<i>Property (Private)</i>				
Land Acquisition	\$8,000,000			\$8,000,000
<i>Mixed Use Development (Private)</i>				
Apartment Hard & Soft Costs	\$29,903,097			\$29,903,097
Comm Hard & Soft Costs	\$5,741,972			\$5,741,972
Amenities	\$1,050,000			\$1,050,000
Lot Development Cost	\$350,000			\$350,000
Water System	\$938,393			\$938,393
<i>Soft Costs (Private)</i>				
Design, Engineering, Construction Admin	\$4,016,538			\$4,016,538
<b>CURRENT TOTAL</b>	<b>\$51,693,560</b>	<b>\$750,000</b>	<b>\$943,560</b>	<b>\$50,000,000</b>


### Match Calculations

Public Sector Match 1.3 :1  
Private Sector Match 66.7 :1  
Total Match 67.9 :1

**APPENDIX IV****AFFIDAVIT**

E-Verify. Pursuant to Indiana Code 22-5-1.7-11, the Town of Whitestown 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 Town of Whitestown 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 Town of Whitestown, being first duly sworn, deposes and states **under the penalties for perjury** that the Town of Whitestown does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the IMPO, the undersigned Town of Whitestown will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Town of whitestown  
( ): \_\_\_\_\_  
By (Written Signature):  \_\_\_\_\_  
(Printed Name): Jason Lawson  
(Title): Town Manager

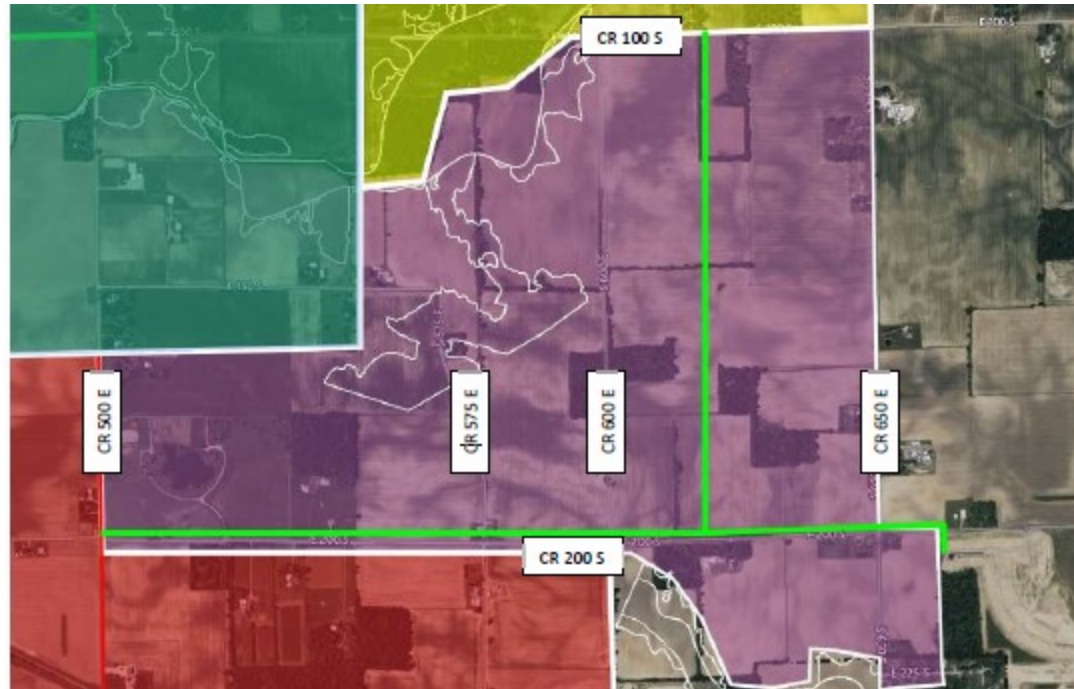
0141736.0718524 4878-9392-9025v1

## **EXHIBIT B**

### **DETAILED SCOPE**

The Albert S White Parallel Water Main & CR 200 S Sanitary Sewer and Water Main Extension project consists of the installation of approx. 340 LF of new 16" water main along Albert S. White Drive from CR 450 E to the east to tie into an existing 16" water main, approximately 970 LF of new 12" water main along Albert S. White Drive from CR 400 E to CR 450 E, and approx. 1520 LF of 18" new gravity sewer and four (4) new manholes along CR 200 S from Main Street/CR 650 E to the existing 18" sewer at the dead end of Sugar Creek Lane. The water mains along Albert S. White Drive will allow more water to feed into the Legacy Core area and new subdivision developments in the area. The new 18" gravity sewer along CR 200 S will be able to serve future developments within the area shown in purple on the attached map. READI funds will specifically be used in the CR 200S portion of the total project for construction. Approximate timeline is 10/24-9/25. Funding partners include Town of Whitestown and Braun Development.

# MAP



**EXHIBIT C**  
**NEW PROJECT BUDGET**

**Sources and Uses Budget - Whitestown Legacy Core**

Uses	Sources			
	Total Budget	READI Funds	Local Government	Private Match
<i>CR 200 S Water and Sewer Improvements</i>				
Construction	\$ 1,964,000	\$ 750,000	\$ 1,214,000	
Engineering	\$ 160,000		\$ 160,000	
Inspection	\$ 160,000		\$ 160,000	
Geotechnical	\$ 25,000		\$ 25,000	
Administration	\$ 5,000		\$ 5,000	
<i>Albert S. White Parkway Watermain Extension</i>				
Construction Costs	\$ 698,150		\$ 698,150	
<i>Braun Development</i>				
Housing Development	\$ 200,000,000			\$200,000,000
<b>CURRENT TOTAL</b>	<b>\$203,012,150</b>	<b>\$750,000</b>	<b>\$2,262,150</b>	<b>\$200,000,000</b>