

**OUR SOUTHERN INDIANA REGIONAL DEVELOPMENT AUTHORITY REGIONAL
ECONOMIC ACCELERATION AND DEVELOPMENT INITIATIVE SUBRECIPIENT
AGREEMENT**

This Our Southern Indiana Regional Development Authority Regional Economic Acceleration and Development Initiative Subrecipient Agreement (“Agreement”) is entered into as of [____], 2022 (“**Effective Date**”), by and between the Our Southern Indiana Regional Development Authority, a Regional Development Authority organized under Indiana Code § 36-7.6-1 et seq. and the laws of the State of Indiana (the “**RDA**”), and _____ (“**Subrecipient**”).

WHEREAS, the Indiana Economic Development Corporation (the “**IEDC**”) is a pass-through subrecipient of federal monies granted from Coronavirus State Fiscal Recovery Funds to the State of Indiana (the “**Federal Program**”).

WHEREAS, the RDA is a lower tier subrecipient under the Federal Program and has entered into a grant agreement with the IEDC, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the “**IEDC Agreement**”), to enable the IEDC to award a grant of Fifty Million Dollars (\$50,000,000.00) to the RDA (the “**Grant**”) for certain eligible costs to implement the RDA’s Regional Economic and Acceleration Development Initiative (“**READI**”), which includes awards to other public and private entities for the performance of a service or project.

WHEREAS, the Subrecipient has proposed a project as described on **Exhibit B** which is attached hereto and made a part hereof (“**Project**”) and the RDA wishes to provide a portion of the Grant funds to Subrecipient to perform the work necessary to complete such Project.

WHEREAS, pursuant to the IEDC Agreement, the RDA has requested and received approval of Grant funds for the Project from the IEDC, in accordance with the Project Approval Form (as hereinafter defined) in the amount of _____ (\$ _____) (“**Project Funds**”).

WHEREAS, the RDA, by resolution adopted at a duly convened public meeting, approved the award of Project Funds to Subrecipient.

WHEREAS, Subrecipient requests that Project Funds be obtained and disbursed to Subrecipient to be utilized for the Project pursuant to the terms and conditions of this Agreement.

WHEREAS, the RDA agrees to disburse Project Funds in accordance with this Agreement.

WHEREAS, it is understood that River Hills Economic Development District (the “**Administrator**”), will provide administrative and operational assistance to the RDA pertaining to certain of the RDA’s obligations under the IEDC Agreement and this Agreement, including distribution of Project Funds, all in accordance with an Administrative Agreement dated [____], by and between the RDA and the Administrator (“**Administrative Agreement**”).

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall be effective upon the Effective Date and shall remain in full force and effect, unless sooner terminated in accordance with the terms herein or otherwise extended by the terms hereof, until a letter of completion is issued by the IEDC (the “**Expiration Date**”).

2. **PROJECT APPROVAL FORM.** Prior to the execution of this Agreement, Subrecipient completed and submitted, or caused to be completed and submitted, the Regional Development Plan Project Claim Form (“**Project Approval Form**”) (also known as the Claim Form in the IEDC Agreement) to the RDA for approval and submittal to the IEDC. The Project Approval Form was approved by the RDA, submitted to the IEDC, and approved by the IEDC for the Project. The approved Project Approval Form (and all other approval documents provided by the IEDC) is attached hereto as **Exhibit C** and made a part hereof. In connection with the submission of the Project Approval Form, if applicable to Subrecipient, the RDA shall require Subrecipient to provide its indirect cost rate, as defined in 2 CFR § 200.414, as amended from time to time.

3. **DUTIES AND RESPONSIBILITIES OF SUBRECIPIENT.** Subrecipient shall use the Project Funds received pursuant to this Agreement exclusively in compliance with the provisions of this Agreement, the approved Project Approval Form, the IEDC Agreement, the RDA’s Regional Development Plan (“**RDP**”) and federal, and state (in conformance with Indiana Code § 5-28-37, Indiana Code § 5-28-38, and other legal authority affecting the use of Project Funds) laws. In exchange for receipt of the Project Funds for the Project, the Subrecipient also agrees to comply with the following:

- A. **Compliance with IEDC Agreement; Federal Statutes and Regulations.** Subrecipient shall comply with any and all of the applicable terms, provisions, conditions, and restrictions contained in the IEDC Agreement. Subrecipient shall remain in compliance with the federal statutes and regulations at 2 C.F.R. § 200 *et seq.*, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, including but not limited to Subparts A-F. By submitting a Claim Voucher (as hereinafter defined), Subrecipient certifies to the RDA that all claims for payment 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. Subrecipient represents, as is applicable, that it is currently in compliance with and shall remain in compliance with 2 C.F.R. Part 25, as amended from time to time, requiring registration in the federal System for Award Management (SAM.gov) and 2 C.F.R. Part 170, as amended from time to time, requiring reporting of subaward and executive compensation information, as amended from time to time. If Subrecipient is not registered on SAM.gov and is required to do so under 2 C.F.R. Part 25,

Subrecipient shall register on SAM.gov prior to receiving any Project Funds and within thirty (30) days of the Effective Date of this Agreement. Subrecipient shall ensure that any of its vendors, contractors, subcontractors, and sub-subrecipients are registered on SAM.Gov prior to receiving Project Funds. Subrecipient's disbursement of Project Funds to any person or entity that is not registered on SAM.gov will be deemed a material breach of this Agreement by the RDA.

- B. Distribution of Project Funds. Subrecipient understands and agrees that local and private dollars will be expended by Subrecipient for projects funded by the Grant and the totality of the Grant through READI requires, in the aggregate, a minimum of a 4:1 ratio to Grant funds by the completion of READI. The 4:1 match must be comprised of a minimum of a 1:1 ratio in Grant funds to local public funding by the completion of READI. Public funding may, as appropriate, include private non-profit economic development organizations and foundations. Subrecipient must provide evidence of compliance with this paragraph 3(B) upon completion of the Project in a format designated by the RDA or the IEDC, and the commitments made by Subrecipient, in this Agreement, as to sources of funds must be maintained in order for the RDA to properly satisfy its obligations.
- C. Applying for Funding. Subrecipient shall be solely responsible for applying for, securing, and retaining federal, state, or other public or private funding of any nature the Subrecipient wishes to obtain to assist Subrecipient in carrying out the Project.
- D. Design and Implementation. The Subrecipient shall be solely responsible for overseeing and/or completing the proper design and implementation of the Project approved by the RDA.
- E. Documentation. Upon request, Subrecipient shall provide the RDA with any necessary information or documentation regarding any contracts, agreements, or similar documents with other parties relating to this Agreement, the IEDC Agreement, or the Project, including, but not limited to, any subcontract agreements, interlocal memorandums of understanding, letters of intent from financial institutions, agreements with other state agencies, federal grants, developer specifications, and tenant arrangements that, upon Subrecipient's reasonable best efforts, are available. Subrecipient shall provide notice to the RDA of any material changes to the aforementioned contracts, agreements, or similar documents. Upon request, Subrecipient shall submit the materially changed contracts, agreements, or similar documents to the RDA. Subrecipient acknowledges and agrees that all elements required by 2 CFR § 200.332(a), as amended from time to time, shall be included in the award of Project Funds and the Subrecipient shall provide such information as necessary. Subrecipient shall submit the Subrecipient Agreement Reporting Documentation form attached hereto as **Schedule I** upon request by the RDA to assist with the reporting requirements under the Act (as defined below).

- F. Subrecipient's Contractors. Subrecipient understands and agrees that Subrecipient and any of its selected contractors and/or subcontractors are solely responsible for the selection of vendors, contractors, subcontractors, and similar parties for the performance of all aspects of the Project. The RDA has no role in selecting any vendors, contractors, subcontractors, or similar parties for the performance of the Project, regardless of whether the RDA has listed the vendor, contractor, subcontractor, or similar party on the Project Approval Form. Subrecipient may enter into any contracts or agreements necessary or incidental to the performance of this Agreement or the Project; however, the RDA shall not be bound by any contracts or agreements of Subrecipient unless otherwise agreed to by RDA in writing.
- G. Further Assurances. Subrecipient shall from time to time execute and deliver all other documents and instruments, and do all things and acts as the RDA reasonably deems necessary to: (i) comply with the IEDC Agreement, (ii) comply with any changes to laws, regulations, or rules related to the READI Program or the Act, (iii) meets its reporting requirements under the IEDC Agreement; (iv) respond to requests for documents or information made by the IEDC or U.S. Treasury in connection with the Grant; or (v) carry out, provide evidence, or perfect the full meaning of this Agreement. Subrecipient shall timely execute any amendments to this Agreement to the extent necessary or required by IEDC or U.S. Treasury or necessitated by any changes to laws related to the READI Program or the Act.

4. **PROJECT COMPLETION ACCORDING TO PROJECT APPROVAL FORM.** Subrecipient represents and warrants it has furnished all information, plans, drawings, and specifications, as part of the Project Approval Form, in connection with the Project. Subrecipient shall discharge the services and/or complete the work according to the true intent and meaning of this Agreement, for such intent and meaning the RDA shall be the sole interpreter. It is intended that the Project Approval Form shall include everything required and necessary to complete the entire Project properly, even though certain minor items may not be mentioned. All services shall be completed in accordance with the Project Approval Form and all work when finished shall be in a complete and undamaged condition. Unless otherwise set forth in this Agreement, Subrecipient shall not discharge any services nor undertake any work on the Project without an approved Project Approval Form. The Project is to be made complete in accordance with the Project Approval Form and to the satisfaction of the RDA notwithstanding any omissions in the information, plans, drawings, or specifications submitted to the RDA. Subrecipient hereby warrants to the RDA that Subrecipient shall complete its Project and expend Project Funds in accordance with this Agreement and the IEDC Agreement. Subrecipient acknowledges and agrees that any breach of said warranty shall entitle the RDA to claw back Project Funds previously paid to Subrecipient in accordance with Section 8 herein or suspend payment of ongoing or future Project funds, as the case may be. Subrecipient shall comply with all applicable administrative actions and work required by 2 CFR § 200.344, as amended from time to time. In addition, Subrecipient agrees that the Project must be substantially complete, with only punch list items remaining, no later than December 31, 2026 ("Substantial Completion Date").

5. **MATERIAL CHANGE.** Subrecipient shall provide notice to the RDA within fifteen (15) days of any material change to the Project on the form attached hereto as **Exhibit D**, which is made a part hereof (“Material Change Notice”). A material change occurs when there is any of the following: (i) an increase in the total cost of the Project of five percent (5%) or more and which, as a result of said increase, would require additional Project Funds for the Project or (2) a change in the nature of the Project from the Subrecipient’s submission on the approved Project Approval Form (“Material Change”). After the RDA’s receipt of a Material Change Notice, the RDA will notify the IEDC to determine if an amended Project Approval Form is required to proceed with the Project. In the event there is a Material Change requiring an amended Project Approval Form, such Project Approval Form will be subject to the IEDC’s further approval or denial. Notwithstanding any other remedy herein, in the event that Project Funds have been disbursed to the Subrecipient and the IEDC and/or the RDA reasonably determines the Project is becoming unviable for any reason, including due to a Material Change or either the RDA or IEDC reasonably determines Project Funds have or will be used in a manner not permitted by this Agreement, the Subrecipient shall return all Project Funds transferred to it by the RDA, if so demanded in writing by the RDA, and shall cease any further expenditure of Project Funds for the Project until such time as the parties reach an agreement in writing on how to proceed.

6. **ADMINISTRATIVE FEE.** As set forth in the IEDC Agreement, Administrator, pursuant to the terms of the IEDC Agreement and the Administrative Agreement with the RDA, may request in the submitted Project Approval Form to retain up to three percent (3%) of the total cost of the Project from the Project Funds (“**Administrative Fee**”). Administrator, pursuant to the terms of the IEDC Agreement and the Administrative Agreement, may use the Administrative Fee to defray the administrative costs directly associated with implementing READI.

7. **DISBURSEMENT OF PROJECT FUNDS.**

A. Subrecipient agrees that the Project Funds, less any Administrative Fee to be retained by Administrator, shall be disbursed in accordance with Section 6 of the IEDC Agreement and the Claims Voucher process set forth herein. Each application for disbursement of Project Funds shall be made in writing and shall be directed to the RDA in the form of the Claim Voucher attached hereto and incorporated herein as **Exhibit E** (“**Claim Voucher**”). The parties reasonably anticipate that payments under each Claim Voucher shall be made in the amounts and on or about the designated date or Project completion thresholds included on Schedule 1 attached hereto. Subrecipient hereby warrants to complete the Project and expend Project Funds in strict accordance with this Agreement and the IEDC Agreement.

B. In the sole discretion of the RDA, Schedule 1 may be modified in writing by the parties hereto in the event that larger disbursements are needed for the success of the Project. 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 RDA shall review and, if appropriate, approve, each Claim Voucher, which Claim Voucher shall then be reviewed and, if appropriate, approved by the IEDC. Each submission of a Claim Voucher shall be

deemed a certification by Subrecipient that as of the date of such submission, all representations and warranties contained in this Agreement are true and correct and that Subrecipient is in compliance with all the provisions of this Agreement and the IEDC Agreement. The RDA's obligation to make each disbursement of the Project Funds under this Agreement shall be subject to the approval by the IEDC of the Claim Voucher and, if requested by the RDA, (i) the receipt by the RDA of a certification by an engineer, architect, or other qualified inspector acceptable to the RDA that the construction of the Project has reached the required percentage stage of completion set forth above and such construction has complied with and will continue to comply with all applicable statutes, ordinances, codes, regulations and other similar requirements as set forth in the Project Approval Form and this Agreement, and (ii) such supportive documentation as designated by the IEDC, which may include evidence that the Project is materially compliant with the timeline provided in the Project Approval Form. After the Claim Voucher has been approved by the IEDC, disbursement of Project Funds shall be made by the IEDC within thirty-five (35) days of receipt of the application and supporting documentation outlined herein and shall be made in accordance with this Agreement. Subrecipient shall provide notice to the RDA when the Project is completed. The RDA will subsequently notify the IEDC who shall review the Project and shall issue a letter of completion to the RDA to acknowledge the Project completion.

C. The RDA's obligation to make disbursement of the Project Funds under this Agreement shall be subject to receipt by the RDA of all applicable documentation, including, without limitation, some or all of the following as determined by and in the sole discretion of the RDA:

- (1) receipt of final approved plans and specifications and construction budget acceptable to RDA, providing sufficient detail to ensure adequate monitoring during construction and confirmation that the budget is adequate to complete the work outlined in the plans and specifications;
- (2) executed statement of compliance (in a form satisfactory to the RDA) that the Project Description identified in **Exhibit B** is in all material respects the same Project that will be constructed using Project Funds;
- (3) fully executed:
 - (a) financing agreements, if any, (including without limitation, loan agreements, notes, guaranties, mortgages, security agreements, title insurance, surveys, environmental site assessments, and such other documents) provided to the lender or as otherwise required by the RDA;
 - (b) all economic incentive agreements other than the Project Funds from all sources, including state, federal and local;
 - (c) all documents evidencing (coupled with the Project Funds) that all necessary funds to complete the Project have been obtained;

(d) Performance Bond, Payment Bond, Personal Guaranty, or such other form of guaranty as may be required by the RDA from the Subrecipient in an amount equal to the Project Funds to assure that the Project Funds are used in the Project in accordance with this Agreement;

(4) proof of ownership, leasehold rights, or other rights reasonably satisfactory to the RDA that Subrecipient has the right and access to the real property for which the Project will be completed;

(5) all required land use and other federal, State, or local approvals; and

(6) Corporate documentation reasonably satisfactory to the RDA establishing Subrecipient's corporate (or other form) existence and authority, as well as establishing the authority of the signatory below to execute this Agreement.

8. **RESTRICTIONS OF PROJECT FUNDS.** Subrecipient, upon its own credit and expenses, assumes the sole risk of all costs incurred prior to the RDA and the IEDC's approval of the Project Approval Form. Subrecipient may incur any cost for the Project it deems appropriate, without RDA's approval, if Subrecipient does not intend to request reimbursement for such expenses with Project Funds. Subrecipient represents and warrants that any Project Funds it receives for the Project will be used only as permitted by this Agreement and the IEDC Agreement, if applicable. Project Funds shall not be expended by Subrecipient to cover any costs associated with the following: (i) travel expenses or meals; (ii) applying for READI; or (iii) any costs incurred before January 1, 2022. Project Funds may only be expended by Subrecipient to cover the costs deemed an Eligible Cost (as defined in the IEDC Agreement). Subrecipient shall promptly notify the RDA of any known or suspected failure to use the Project Funds in accordance with this Agreement. Upon such notification, the RDA and Subrecipient shall work together to resolve the concerns. In the event that the RDA determines that there has been a failure to use Project Funds in accordance with this Agreement or that there has been a failure by Subrecipient to make sufficient progress towards completing the Project in accordance with the Project Approval Form and such failure cannot be immediately resolved the RDA may: (i) notify Subrecipient to return all Project Funds transferred to it by the RDA and may use any and all legal remedies to collect the same if Subrecipient is noncompliant with such request or (ii) take any other action permitted by this Agreement or otherwise permitted by law to recover the Project Funds not used in accordance with this Agreement. To determine Subrecipient's compliance with the Project timeline set forth in the Project Approval Form, the RDA may carry out periodic monitoring reviews of the Subrecipient and/or the Project, as deemed appropriate by the RDA and in the same manner as set forth by IEDC in Section 23 of this Agreement. If Subrecipient fails to comply with applicable laws, rules, regulations, terms and conditions of this Agreement, the RDA may, in its sole discretion, suspend or terminate this Agreement as set forth herein.

9. **PROJECT CONSTRUCTION.** The Subrecipient shall, through itself, contractors, or vendors, furnish all labor, supervision, materials, temporary structures, scaffolding, equipment, tools, and appliances of any sort which are necessary to complete the Project. All construction equipment shall be of adequate size and capacity to safely and efficiently handle the work for which it is used. Subrecipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period an RDA-approved sign in a conspicuous space at the Project site indicating that the RDA is participating in and funding the Project. Such sign shall be erected as soon as possible after construction begins. The RDA will provide specifications to the Subrecipient for the sign and may require more than one sign at the Project site if site conditions so warrant. Evidence of such sign shall be provided to the Administrator (digital photos will suffice).

10. **COMPLIANCE WITH LAWS.**

- A. Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions, including but not limited to federal laws, including but not limited to H.R. 1319 of the 117th Congress (2021-2022)-American Rescue Plan Act of 2021 (the “Act”); U.S. Treasury guidance, policies, and regulations, including but not limited to the Final Rule to implement the Act, which rule was published under Title 31, Part 35 of the Code of Federal Regulations; Office of Management and Budget (“OMB”) and/or State Board of Accounts (“SBA”) policies and procedures for reporting; SBA guidance on administration and tracking of federal COVID-19 funds; and any policies or procedure implemented by the RDA and/or the IEDC for administration of READI. 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 Agreement shall be reviewed by the RDA to determine whether the provisions of this Agreement require formal modification.
- B. Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If Subrecipient 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 Indiana Code § 4-2-6-1, has a financial interest in Project Funds, Subrecipient shall ensure compliance with the disclosure requirements in Indiana Code § 4-2-6-10.5 prior to the execution of this Agreement.** If Subrecipient is not familiar with these ethical requirements, Subrecipient should refer any questions to the Indiana State Ethics Commission or visit the Indiana Inspector General’s website at <http://www.in.gov/ig/>. If Subrecipient or its agents violate any applicable ethical standards, the RDA may, in its sole discretion, terminate this Agreement immediately upon notice to Subrecipient. In addition, Subrecipient may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws, all as amended from time to time.

- C. Subrecipient certifies by entering into this 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 of Indiana.
- D. Subrecipient warrants that, to the best of its knowledge, it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the RDA of any such actions. During the term of such actions, Subrecipient agrees that the RDA may suspend funding for the Project.
- E. Subrecipient warrants that, to the best of its knowledge, Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, and regulations in the performance of work activities for the State of Indiana. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with the State of Indiana.
- F. Subrecipient 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 RDA is asked by the IEDC or the SBA or any agency or instrumentality of the Federal government to repay any Grant funds that the RDA has disbursed to Subrecipient, Subrecipient shall, within fifteen (15) days of notice of such demand, reimburse those funds to the RDA.
- H. As required by Indiana Code § 5-22-3-7, as amended from time to time:
- (1) Subrecipient certifies that:
- (A) Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:
- (i) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers];
- (ii) Indiana Code § 24-5-12 [Telephone Solicitations]; or
- (iii) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines];
- in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law, all as amended from time to time; and

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

(2) Subrecipient certifies that no affiliate of Subrecipient or any agent acting on behalf of Subrecipient or on behalf of an affiliate of Subrecipient, except for de minimis and nonsystematic violations,

(A) has violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law, all as amended from time to time; or

(B) will violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement even if Indiana Code § 24-4.7 is preempted by federal law, all as amended from time to time.

- I. Subrecipient shall complete and return the Information and Questionnaire, attached hereto as **Exhibit F** and incorporated fully herein.
- J. Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Agreement on Subrecipient shall rest fully and solely with said Subrecipient entity and not be an obligation, duty or compliance responsibility of the individual volunteer member, officer, agent, or representative serving said Subrecipient entity, except for any intentional malicious actions by such individual.
- K. Subrecipient warrants that to the best knowledge of the undersigned on behalf of Subrecipient that neither the undersigned nor any other member, employee, agent, or officer of Subrecipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

11. **COMPLIANCE WITH AUDIT AND REPORTING REQUIREMENTS; MAINTENANCE OF RECORDS.**

- A. Subrecipients shall submit to an audit by the State of Indiana, or its authorized designee, of funds paid through this Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this 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. Subrecipient 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 Subrecipient's status in paragraph 11.B, if Subrecipient is a non-governmental unit, Subrecipient shall file the Form E-1 annual financial report required by Indiana Code § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under Indiana Code § 5-11-1-9. Audits required under this section must comply with the 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.

12. **RISK OF LOSS AND INSURANCE.** The Project shall be under the charge and control of the Subrecipient and all risks of loss or damage in connection therewith and the materials, supplies and equipment to be used therein shall be borne exclusively by the Subrecipient. The Subrecipient shall maintain, at Subrecipient's own expense, insurance coverages, insuring Subrecipient, Subrecipient's employees, agents and designees and the indemnitees as required herein in commercially reasonable amounts, which insurance shall name the RDA and any additional party requested by the RDA as an additional insured and shall incorporate a provision requiring the giving of written notice to the RDA at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies as evidenced by return receipt of United States Certified Mail: (a) Comprehensive General Liability Insurance in the amount of Five Million Dollars (\$5,000,000.00) including coverage for blanket contractual liability, broad form property damage and personal injury; (b) Worker's Compensation Insurance in the amount of the statutory maximum with an employer's liability coverage of at least Five Hundred Thousand Dollars (\$500,000.00); (c) Builder's Risk Insurance in an amount at least equal to the projected completion value of the Project covering property damage, as to any building or construction activity; and (d) Property Insurance in an amount at least equal to the projected completion value of the Project. All deductibles of any policy of insurance to be purchased by Subrecipient hereunder shall be borne by Subrecipient. Subrecipient shall submit valid certificates in form and substance satisfactory to the RDA evidencing the effectiveness of the foregoing insurance policies along with copies of the amendatory riders to any such policies. Subrecipient hereby agrees to maintain the insurance described hereinabove for the period of this Agreement and for two (2) years following completion of the Project. Subrecipient hereby waives all rights of subrogation against the RDA and such policies of insurance required herein shall include a waiver of subrogation in favor of the RDA, which waiver shall be effective notwithstanding any duty to indemnify otherwise imposed by contract or applicable law.

13. **INDEMNITY.** Subrecipient shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the RDA and its officers, board members, members, employees, and agents, from any and all damages, losses, claims, demands, suits, liabilities, penalties, or forfeitures of every kind and nature (collectively "**Claims**"), including but not limited to reasonable attorneys' and experts' fees and expenses and other costs and expenses of defending against the same, and payment of any settlement or judgment therefore, by reason of bodily and other personal injuries to or deaths of persons; damages to tools or equipment owned or leased by Subrecipient; damages to other property; the release or threatened release of a hazardous substance or any

pollution or contamination of or other adverse effects on the environment; violations of any applicable laws; or infringement of patent, copyright, trademark, trade secret, or other property right to the extent resulting or alleged to have resulted from acts or omissions of Subrecipient, its employees, agents, contractors, subcontractors, or other representatives or otherwise arising out of, relating to, or in connection with, directly or indirectly, the performance of this Agreement, the Project or otherwise, whether suffered directly by the RDA or indirectly by reason of third party claims, demands, or suits. This obligation to indemnify, defend, and hold harmless shall survive termination or expiration of this Agreement and shall apply whether or not it is alleged that the RDA in any way contributed to the Claims or is liable due to a non-delegable duty; however, Subrecipient shall not be responsible for any Claim(s) which are caused by the sole negligence or sole willful misconduct of the RDA where such is contrary to law. The indemnification obligation under this Agreement may not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subrecipient or any contractor(s), subcontractor(s) or materialmen under worker's or workmen's compensation acts, disability benefit acts or other employee benefits acts. Without limiting the generality of the foregoing, the indemnity herein shall include all Claims arising out of personal injury, death or damage to personal property of the Subrecipient or its contractors or subcontractor's employees or agents or licensees or invitees or to any other persons, whether based upon or claimed to be based upon, statutory, contractual, common law, tort (including but not limited to negligence, fraud, conversion, intentional tort or other common law tort) or other liability of Subrecipient, Subrecipient's representatives, employees, contractors, subcontractors, material men or suppliers or any other persons. The promise of indemnification herein shall be construed to reflect Subrecipient's intent to indemnify the RDA to the fullest extent permitted by law for such Claims. Subrecipient shall insure specifically the indemnity contained hereinabove and shall include the RDA as an additional insured by causing amendatory riders or endorsements to Subrecipient's insurance policies. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR OR HAVE ANY DUTY FOR INDEMNIFICATION OR CONTRIBUTION TO THE OTHER PARTY FOR ANY CLAIMS FOR STATUTORY OR COMMON LAW INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR TREBLE DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) SUCH AS, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, BUSINESS OPPORTUNITIES AND THE LIKE, DEPRECIATION OR DIMINUTION IN VALUE, EVEN IF THE PARTY HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

14. **LIENS**. The Subrecipient shall make prompt payments to all persons who have done work or furnished materials for the Subrecipient's performance of the work and shall, from time to time upon demand, furnish satisfactory evidence to the RDA that such persons are entitled to no further compensation. In the event a lien shall be filed against the Project, by any person who has, or has alleged to have, done work or furnished materials for or in the performance of the Subrecipient or its representatives work, the Subrecipient shall at its expense, upon demand of the RDA, take all necessary action, by bond or otherwise, to cause any such lien to be released or discharged therefrom, and Subrecipient shall fully indemnify the RDA against any loss or expense in connection therewith, including reasonable expert and attorneys' fees incurred by the RDA.

15. **TERMINATION.**

- A. **Termination for Cause.** Failure of Subrecipient to comply with the covenants, complete the Project, or expend Project Funds in accordance with this Agreement and the IEDC Agreement may be considered a material breach hereof and shall entitle the RDA to suspend payment of Project Funds, and to suspend Subrecipient's participation in the RDA, READI, and/or the IEDC grant programs until such time as all material breaches are cured to the RDA's and/or the IEDC's satisfaction. The expenditure of Project Funds other than in conformance with this Agreement and the IEDC Agreement may be deemed a material breach of this Agreement. Subrecipient explicitly covenants that it shall repay to the RDA all funds not spent in conformance with this Agreement and/or the IEDC Agreement within twenty (20) days following the RDA's demand for payment of such. If the RDA or the IEDC is subject to any fine, penalty or fee as a result of Subrecipient's improper expenditure of Project Funds, Subrecipient shall fully reimburse the RDA and/or the IEDC for any such fine, penalty, or fee and any other such incurred expense, including reasonable expert and attorneys' fees incurred by RDA.
- B. **Termination for Convenience.** Subrecipient acknowledges and agrees that unless prohibited by a statute or regulation relating to the award of the Grant, the IEDC Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason. Upon termination of the IEDC Agreement, this Agreement shall terminate. Termination shall be brought about by delivery to Subrecipient of a termination notice, specifying the extent to which such termination becomes effective. Absent an existing default or breach by Subrecipient as of the date of the termination notice contemplated herein, Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of the termination. The RDA will not be liable for work on the Project performed after the effective date of the termination. In no case shall total payment made to Subrecipient exceed the original Project Funds award. In all instances of termination for breach or for convenience, 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.
- C. **Survival of Indemnity Provisions.** The indemnity, defend, and hold harmless provisions set forth in Section 13 of this Agreement shall survive the termination, expiration, or cancellation of this Agreement.

16. **CANCELLATION OF FUNDING.** In the event that the Director of the SBA makes a written determination that Grant and/or Project Funds are not appropriated or otherwise available to support the continuation of the performance of this Agreement, such determination shall be final and conclusive, and this Agreement shall be immediately cancelled.

17. **EMPLOYMENT ELIGIBILITY VERIFICATION.** As required by Indiana Code § 22-5-1.7, as amended from time to time, if Subrecipient has employees, Subrecipient hereby swears or affirms under the penalties of perjury that:

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

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

18. **DRUG-FREE WORKPLACE CERTIFICATION.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, as amended from time to time, the Subrecipient, if it has employees, hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subrecipient will give written notice to the RDA within ten (10) days after receiving actual notice that the Subrecipient, or an employee of Subrecipient in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of disbursements under this Agreement, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years. In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Subrecipient 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 Subrecipient's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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;

- 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 Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the RDA in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Imposing within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

19. **NONDISCRIMINATION.** Pursuant to Indiana Code § 22-9-1-10, the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, as each are amended from time to time, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment related to this Agreement or the Project with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, age, disability, national origin, ancestry, status as a veteran or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of this Agreement. Furthermore, Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on these protected characteristics in the provision of services. Subrecipient understands that the RDA is a recipient of federal funds, and therefore, where applicable, Subrecipient and its 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.

20. **NO INVESTMENT ACTIVITIES IN IRAN.** As required by Indiana Code § 5-22-16.5, the signature entered on behalf of Subrecipient below constitutes Subrecipient's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by Indiana Code § 5-22-16.5.

21. **DIVERSITY BUSINESSES.** Subrecipient shall use its reasonable best efforts and is encouraged to contract for services with or purchase materials from Indiana-based persons, including contracting with Indiana minority, women's, and veteran's business enterprises.

22. **DEBARMENT AND SUSPENSION.**

- A. Subrecipient represents, warrants, and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency, branch of government, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for the purposes of this Agreement shall mean any officer, director, or member.
- B. Subrecipient represents, warrants, and certifies that it has verified the suspension and debarment status for all subcontractors, vendors, or other lower tier subrecipients receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipient shall immediately notify the RDA if any subcontractors, vendors, or other lower tier subrecipients become debarred or suspended, and shall, at the RDA's request, take all steps required to terminate its contractual relationship with the subcontractors, vendors, or other lower tier subrecipients.
- C. The RDA reserves the right to immediately suspend, in whole or in part, this Agreement, including any further disbursements of Project Funds, for the appearance of an actual or potential violation of this Agreement or any relevant provisions of federal or State laws, rules, or regulations, Subrecipient shall be provided with notice of the suspension and a thirty (30) day period in which to cure said violation or demonstrate to the RDA that no violation exists. In the event an act or failure of the Subrecipient requires prompt intervention by the RDA, an authorized representative of the RDA may provide the Subrecipient with verbal notification of the suspension and extent thereof. Written notice of the suspension shall be provided to the Subrecipient within fifteen (15) days from the date of such verbal notification. The written notice shall include the qualifying violation(s) for such suspension and the extent of the suspension. In determining the suspension, the RDA may consider the following criteria: (i) the severity of the violation(s); (ii) the number of similar violations; (iii) whether the violations were willful or intentional; (iv) whether the violations involved an act of dishonesty; (v) the history of prior violations; or (vi) such other information the RDA determines in its sole discretion is relevant. In the event the RDA determines that the issue is sufficiently resolved, the RDA shall provide notice to the Subrecipient that the parties shall resume, as soon as practical, their duties under this Agreement. No disbursements of Project Funds shall be issued to the Subrecipient during the suspension period. In the event the RDA determines that the issue is not sufficiently resolved, the RDA may terminate this Agreement pursuant to Section 15.

23. **NOTICES.** All notices to be given under this Agreement shall be in writing, and shall be deemed to have been given and served when delivered in person, by Federal Express, UPS, or similar overnight carrier, or by United States mail, postage pre-paid to the addressee at the following addresses:

RDA:
Our Southern Indiana Regional Development Authority
Attn: Dana Huber
19816 Huber Road
Borden, IN 47106

CC:
Cory Cochran
300 Spring Street, Suite 2A
Jeffersonville, IN 47130

Greg Fifer, Esq.
300 Corporate Drive, Suite 340
Jeffersonville, IN 47130

Subrecipient:

Attn: _____

Any party may change its mailing address by serving written notice of such change and of such new address upon the other party.

24. **PERIODIC MONITORING REVIEWS.** The IEDC may carry out periodic monitoring reviews (“**Periodic Monitoring Reviews**”) of the RDA and/or the Project, as deemed appropriate by the IEDC. The Subrecipient shall extend to the IEDC and/or RDA and its authorized designees its full cooperation and give full access to its Project sites and to relevant documentation. The RDA shall not be required to provide the Subrecipient advance notice of such Periodic Monitoring Reviews except as reasonably required to make sure the necessary individuals and materials are available. Subrecipient shall cooperate in such monitoring and evaluation efforts and shall produce all documentation reasonably requested by the IEDC. The IEDC shall designate the location of the Periodic Monitoring Reviews (*e.g.*, onsite, the IEDC’s premises or at a location of the RDA’s). Periodic Monitoring Reviews may consist of the following: (i) whether a Project’s activities are consistent with those set forth in this Agreement, the approved Project Approval Form, the RDP, or any additional information or documentation the RDA has submitted to the IEDC; (ii) a complete, detailed analysis of actual non-public funds, State support, and other public funds expended to date on a Project and conformity with a Project Approval Form; (iii) a detailed listing of a Project’s costs by Project budget line item which are accrued yet unpaid, if applicable; (iv) a written evaluation of a Project with respect to the RDA

and/or Subrecipient's timely progress in Project management, financial management, control systems, procurement systems and methods, and performance relative to timely submission of the RDA's quarterly progress reports required pursuant to the IEDC Agreement. Subrecipient shall take all actions reasonably necessary to correct or cure any issues identified by the IEDC during its Periodic Monitoring Reviews. Failure to do so may allow the RDA to suspend or terminate this Agreement. In the event that the IEDC requests a final audit following the completion of the Project, the Subrecipient shall cooperate with such audit and any and all other requests for monitoring or evaluation efforts required by the RDA or the IEDC.

25. **DISCLOSURE OF PUBLIC RECORDS.** Subrecipient understands that this Agreement is a public record as defined by the Indiana Access to Public Records Act (Indiana Code § 5-14-3-1, *et seq.*), and, once fully executed, will be posted on the IEDC's transparency portal, which is available at <https://transparency.iedc.in.gov>. The Project Approval Form and any reports submitted to the IEDC by the RDA under this Agreement are also public documents and are subject to public inspection pursuant to the Indiana Access to Public Records Act. Confidential financial information and other information that Subrecipient desires to be withheld from disclosure in accordance with the Indiana Access to Public Records Act should be submitted in a separate addendum clearly designated by Subrecipient as confidential. Subrecipient shall also allow the RDA to distribute public information, data, or statistics that the RDA collects on its RDP and the Project to third parties. If requested, the Subrecipient shall work together with the RDA or a third party, as applicable, on the terms of the data collection, format, submission timelines and distribution methods.

26. **PUBLIC RELATIONS AND MARKETING.** Subrecipient shall use reasonable efforts to coordinate with the RDA in advance of issuing any public relations communications and/or materials, including press releases, or otherwise responding to media inquiries (collectively, "**Public Release**") in relation to the subject matter of this Agreement, including the Project. Should the RDA reasonably object to the Subrecipient's Public Release, the parties agree to work together to resolve and/or revise the Public Release. Subrecipient shall ensure that prompt responses and materials are provided to the RDA for the preparation of any Public Release. Subrecipient shall designate an individual to serve as the primary contact regarding Public Releases. All external facing communications relating to this Grant, including but not limited to marketing, Public Releases, and social media materials and content, shall be developed in consultation with the RDA and receive written approval by an authorized representative of the RDA prior to publication. Such communications should include appropriate reference to the RDA as an investor, partner, and/or sponsor of the program or initiative that is the subject of this Grant, including the use of the RDA logo and RDA social media tags and references to RDA social media accounts. All communications required to be sent to the RDA under this paragraph shall be sent to ccochran@riverhills.cc. Subrecipient shall provide reasonable notice to the RDA of any ribbon cuttings and other promotional events in relation to the subject matter of this Agreement, including the Project.

27. **USE OF IEDC AND RDA NAME.** The RDA and the IEDC have not granted any rights to use their name, trademark, intellectual property, or logos under this Agreement or the IEDC Agreement. Subrecipient shall not use the IEDC's or the RDA's name or intellectual property, including IEDC or RDA trademarks or logos, in any manner, including commercial

advertising or as a business reference, without the prior written consent of the IEDC or the RDA, as the case may be. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, the IEDC or the RDA shall have the right of review and approval of the use, disclosure, and the finished product prior to publication. All such requests from the Subrecipient must be made in writing and delivered to the RDA for approval at its sole discretion. Any requests by Subrecipient for the use of the IEDC name or intellectual property shall be first submitted to the RDA who shall work with the IEDC regarding review and approval. The Grantee shall not invoke the name of the RDA or any other officer, director, or agent of the RDA in connection with any public or private presentation or meeting with respect to the Project, including, without limitation, that the RDA, officer, director, or agent supports the Project, without the prior written permission of the RDA. The approval of Project Funds relates only to the issue of the Project as being, in general, of regional importance, and not an endorsement of the physical project or the Subrecipient.

28. **ASSIGNMENT.** The RDA shall have the right to unilaterally assign its rights to recover Project Funds and delegate its rights under this Agreement to the IEDC. In such event, the RDA shall provide notice to the Subrecipient of such unilateral assignment and delegation. THE PARTIES AGREE THAT IN NO EVENT SHALL THIS PROVISION BE VOIDED OR CONSTITUTE A MATERIAL BREACH AS SIGNATURE TO THIS AGREEMENT SHALL CONSTITUTE THE PARTIES' CONSENT TO THE RDA'S UNILATERAL ASSIGNMENT AND DELEGATION TO THE IEDC. Subrecipient shall not assign, transfer, or convey or otherwise dispose of this Agreement or any part hereof, to any person, company, or corporation, without the prior written consent of the RDA.

29. **GOOD FAITH ASSURANCES.** The parties to this Agreement shall in good faith undertake to perform their obligations under this Agreement, to satisfy all conditions and to cause the transactions contemplated by this Agreement to be carried out promptly in accordance with the terms of this Agreement. Upon the execution of this Agreement and thereafter, each party shall do such things as may be reasonably requested by the other party hereto in order to more effectively consummate or document the transactions contemplated by this Agreement.

30. **INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS.** Any information technology related products or services purchased, uses, or maintained through Project Funds 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. § 794(d)), as amended from time to time. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/ict.html>.

31. **INDEPENDENT CONTRACTOR.** Subrecipient shall perform and execute the provisions of this Agreement as an independent contractor to the RDA and shall not in any respect be deemed or act, or hold itself out, as an agent or employee of the RDA or the IEDC or an authorized representative of the same for any purpose whatsoever.

32. **MISCELLANEOUS.**

- A. The headings in this Agreement are intended solely for reference or convenience and will be given no effect in the construction or interpretation of this Agreement.
- B. The parties agree that this Agreement, including any attached exhibits and/or attachments, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the parties with respect to the subject matter hereof.
- C. This Agreement may not be altered or amended except in writing, signed by authorized representatives of the RDA and Subrecipient.
- D. If any provisions of this Agreement directly conflict with the provisions of the IEDC Agreement, the provisions contained within the IEDC Agreement shall control.
- E. No waiver of any default, failure to perform, condition, provision, or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision, or breach of this Agreement.
- F. If any paragraph, term, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions, and provisions will remain in full force and effect.
- G. This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for disputes hereunder shall be exclusive to local and federal courts of _____ County, Indiana.
- H. The Subrecipient shall be responsible for providing all legally required unemployment and workers' compensation insurance for its employees, if any.
- I. Unless otherwise terminated or modified as expressly permitted hereunder, this Agreement shall remain in force during the term of this Agreement. Notwithstanding anything contained herein to the contrary, provisions of this Agreement which by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the Expiration Date shall survive until their purposes are fulfilled.
- J. This Agreement may be executed through an original or electronically, and in duplicate or through counterparts, each of which shall be deemed to be an original, and all of which shall together constitute but one and the same agreement.
- K. The Subrecipient shall ensure that any and all of its contractors and/or subcontractors comply with all the terms, conditions, and provisions of this

Agreement and the IEDC Agreement as may be applicable. If the Subrecipient refers to more than one entity, each entity shall be jointly and severally responsible to satisfy the obligations under this Agreement. In the event of a default, all Subrecipient entities are jointly and severally liable for the obligations in this Agreement, irrespective of which entity caused the default.

- L. This Agreement shall inure to the benefit of, and shall be binding upon, the respective legal representatives, successors, and assigns of each of the parties to this Agreement. Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including the employees, or other contractors of the parties.
- M. This Agreement was reviewed and/or revised by legal counsel for the RDA and Subrecipient, and no presumption or rule that any ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.
- N. Nothing in this Agreement is intended to preclude or limit the RDA's ability to seek remedies available at law or in equity against the Subrecipient in respect to claims of mismanagement, misappropriation, misuse, fraud, concealment, or similar claims of disbursed Project Funds.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

OUR SOUTHERN INDIANA REGIONAL DEVELOPMENT AUTHORITY

By: _____
Dana Huber, Chair

DRAFT

Signature Page to Subrecipient Agreement

Name of Subrecipient:

By: _____

Printed Name: _____

Title: _____

Attested by:

Printed Name: _____

DRAFT

Signature Page to Subrecipient Agreement

List of Exhibits

Exhibit A – IEDC Agreement

Exhibit B – Project Description

Exhibit C – Project Approval Form

Exhibit D – Project Change Form

Exhibit E – Claim Voucher

Exhibit F – Information and Questionnaire

DRAFT

GRANT AGREEMENT

This Grant Agreement (the “**Grant Agreement**”), entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “**IEDC**”) and the **OUR SOUTHERN INDIANA REGIONAL DEVELOPMENT AUTHORITY** (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 \$50,000,000.00 (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: PENDING
- (5) Federal Award Date: March 11, 2021
- (6) Name of Federal Agency: U.S. Department of the Treasury
- (7) Subrecipient unique entity identifier(s):
- (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 \$50,000,000.00.
- 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 (7th) 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:

Dana Huber - 19816 Huber Rd, Borden, IN 47106
Cory Cochran - 300 Spring St. Suite 2A, Jeffersonville, IN 47130
Greg Fifer - 428 Meigs Ave, Jeffersonville, IN 47130

E-mail: Info@OurSoINRDA.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.

OUR SOUTHERN INDIANA REGIONAL DEVELOPMENT AUTHORITY



Signature

DANA HUBER - CHAIR

Printed Name and Position/Title

Date: MAY 13, 2022

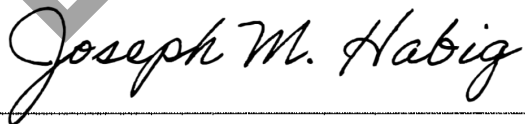
INDIANA ECONOMIC DEVELOPMENT CORPORATION

David Rosenberg, Executive Vice President

(Digital Signature Stamp Below)



STATE BUDGET AGENCY



(for)

Zachary Q. Jackson
Director

Date: 06/22/2022

Exhibit B

Project Description

Project Name:

Project Description:

DRAFT

Project Approval Form

Project Name:

READI Funding Amount:

Project Location:

Project Lead:

Date of RDA Project Funding Approval:

Date of Project Submission to the IEDC Grant Portal:

Date of Formal Approval from the IEDC and Ernst&Young:

Did the project lead provide all of the following documents for approval: YES NO

- Sources and Uses Form
- Evidence of all Funding Sources Secured (Bank notes, grant award documents, letters from other agencies, etc.)
- Project Timeline
- Estimated Cost of the Project
- Project description
-
-
-

Are these documents in the Grant Management Portal or in the possession of the RDA's Fiscal and Technical Administrator?

Has the RDA passed a resolution to formally approve this project?

If no, will the resolution be presented at the next RDA meeting?

Proposed Substantial Completion Date:

Any and all documents submitted to IEDC for approval of this project is incorporated herein by reference as if set forth in its entirety

READI - Our SoIN RDA Project Change Form



Exhibit D

Project Name:	_____	Date:	_____
Project #:	_____	Effective Date:	_____
Modification #:	_____		_____

Scope Change:	Does the material change affect the project description in approved Claim Form?	Yes:	No:
PROPOSED SCOPE CHANGE:			

Budget Change	Does the material change affect the project budget in approved Claim Form?		Yes:	No:
Current READI Allocation: Proposed Change in Allocation:				
Budget:	Original	Proposed Change	Difference	
			\$	
			\$	
			\$	
			\$	
Total	\$	\$	\$	

Justification:	
Supporting Documentation:	List supporting documentation that is attached.

Signature

Typed/printed name

Title

Date

EXHIBIT E - CLAIM VOUCHER

Project Name:

INVOICE

Project Address

DATE:

Entity Invoice #

IEDC Grant ID :

Project #

Phone

Fax

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: _____

Information and Questionnaire
State of Indiana American Rescue Plan Act Coronavirus
State and Local Recovery Funds
CFDA: 21.027
Information and Questionnaire for Sub-recipients

SUBRECIPIENT INFORMATION

Entity Name	
Address	

Contact Person:

Name	
Email	
Phone Number	

Type of Entity

Approximate Total Entity-Wide Annual Operating Budget

	Previous Fiscal Year	Current Fiscal Year
Federal Funds		
Non Federal Funds		

Chief Executive and Staff, Tenure in Office

	Name	Years
Chief Executive Official		
Chief Financial Officer		
Grant Program Manager		

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

☐

**SCHEDULE 1 to
SUBRECIPIENT AGREEMENT**

SUBRECIPIENT AGREEMENT REPORTING DOCUMENTATION

A. SUBRECIPIENT AND PROJECT INFORMATION

Subrecipient Name: _____

**Subrecipient UEI
Number:** _____
(If Any)

**Subrecipient
Address:** _____

Subaward Date: _____

Subaward Amount: _____

Amount Spent to Date: _____
(All funds must be obligated by December 31, 2024, and expended by December 31, 2026, or returned to Recipient).

Project Name: _____

Project Location: _____

**Project Expenditure
Category:** _____
(See Appendix A)

Project Start Date:
(MM/DD/YYYY)

Anticipated Completion Date:
(MM/DD/YYYY)

B. READI Monthly Project Report

REPORT DATE:	
PROJECT NAME:	
SUB-RECIPIENT NAME:	
STATUS OF PROJECT <i>Pick one</i>	Green - Progressing as Timeline Indicated Yellow - Working Through Speed Bumps Red - No Project Movement
AMOUNT OF READI FUNDS SPENT:	insert total \$ requested to date
AMOUNT OF PRIVATE FUNDS INVESTED:	insert total \$ amount to date
AMOUNT OF PUBLIC FUNDS INVESTED:	insert total \$ amount to date

- LIST THE MAJOR ACCOMPLISHMENTS OR ACTIVITIES FOR THE PRECEDING REPORTING PERIOD

- IDENTIFY THE OBJECTIVES FOR THE NEXT REPORTING PERIOD

- IDENTIFY ISSUES OR CHALLENGES TO THE PROJECT'S SUCCESS

Project Estimated Timeline

Project Estimated Timeline

Project Name:	Gateway Park Project Timeline
Total READI Funding currently allocated:	\$ 1,267,520.20

Identified Project milestones				
Task/Milestone	Descriptions	Start Date	Completion Date	READI Funds? (Y/N)
Task	Schematic Design of the Madison-Milton Bridge Gateway Park	11/1/2021	12/1/2021	N
Task	Design Development of the Madison-Milton Bridge Gateway Park	12/1/2021	1/1/2022	N
Task	Construction Documents of the Madison-Milton Bridge Gateway Park	1/1/2022	7/25/2022	N
Milestone	Procurement of the Madison-Milton Bridge Gateway Park	7/26/2022	10/1/2022	N
Task	Construction of the Madison-Milton Bridge Gateway Park	10/1/2022	5/1/2023	Y
Task				\$ -
Task				\$ -
Task				\$ -
Task				\$ -
Milestone				\$ -
Insert more lines as needed				
Total Cost				\$ -

C. OTHER SUBRECIPIENT RESPONSIBILITIES

Procurement: Subrecipients are responsible for ensuring that procurements using ARPA funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in all applicable local, State, and federal procurement laws and regulations. Subrecipient shall keep records of all purchases made with ARPA funds including (i) dollar amounts, (ii) rationale for method of procurement, (iii) basis for contract prices, or (iv) any exceptions that allow for non-competitive proposals, if applicable.

Closeout Process: The Recipient must return any ARPA funds not obligated or expended for eligible uses to the United States Department of the Treasury as part of a closeout process pursuant to 2 CFR 200.344(d). All ARPA funds must be used for costs incurred by the Subrecipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and all ARPA funds must be expended by December 31, 2026. Subrecipient will comply with all requests by the Recipient to return such funds.

Ongoing Reporting Requirements: Subrecipient shall comply and assist the RDA in complying with the reporting requirements of the IEDC and the United States Department of the Treasury in connection with the Project Funds.

CIVIL RIGHTS COMPLIANCE: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN IN ANY PROGRAM OR ACTIVITY THAT RECEIVES FEDERAL FUNDS OR OTHER FEDERAL FINANCIAL ASSISTANCE. BY SUBMITTING THIS REPORTING DOCUMENT, SUBRECIPIENT REPRESENTS AND WARRANTS THAT IT WILL COMPLY WITH ALL REQUIREMENTS OF FEDERAL STATUTES RELATING TO NONDISCRIMINATION. SUBRECIPIENT SHOULD REPORT ANY PURPORTED VIOLATIONS OF FEDERAL CIVIL RIGHTS LAWS.