

GRANT AGREEMENT

This Grant Agreement (the "Grant Agreement"), entered into by and between the **Vigo County Commissioners/City of Terre Haute** and _____ (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.

The Grant must be used exclusively per the provisions of this Grant Agreement. The Grant received by the Grantee under this Grant Agreement shall be used only to implement or fund a Project in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the Vigo County Commissioners/City of Terre Haute 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 if the Vigo County Commissioners/City of Terre Haute determines that Grantee was ineligible to receive the funds, made any misrepresentation on its Plan, or used funds for any purpose inconsistent with this Grant Agreement.
- B. The Grantee represents, as is applicable, that it is currently in compliance with and will remain in compliance with the registration and reporting requirements of 2 C.F.R. Part 25 and 2 C.F.R. Part 170.

3. Grant Funding.

- A. The Vigo County Commissioners/City of Terre Haute will fund this Grant in the amount of \$_____.
- B. The Vigo County Commissioners/City of Terre Haute will not disburse Grant funds to the Grantee until the Vigo County Commissioners receives and approves all documentary materials required by this Grant Agreement and the Vigo County Commissioners'/City of Terre Haute's compliance partners approve this Grant Agreement, if necessary.
- C. The Grantee must comply 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 Vigo County Commissioners/City of Terre Haute that all payment claims are allowable, allocable, and reasonable under 2 C.F.R. 200.403 and the other cost principles in Subpart E of Part 200.

4. Term.

- A. This Grant Agreement is effective on the day of execution and until the project is complete and the Vigo County Commissioners/City of Terre Haute disburses the final grant amount. Upon the written agreement and as permitted by governing law, the parties may extend the term of this Grant Agreement.
- B. The Grantee shall have sixty (60) days following the Expiration Date to submit all final claims for disbursement of Grant funds under this Grant Agreement. Grantee understands that all funds must be committed by December 31, 2024 and expended by December 31, 2026.
- C. Any provisions intended to apply after the termination of this Grant Agreement will survive termination until their purposes are fulfilled.

5. Implementation of and Reporting on the Plan.

- A. The Grantee is solely responsible for all planning and coordination activities necessary to complete the project. To modify the Project, Grantee must acquire the prior written approval of the Vigo County Commissioners/City of Terre Haute, which may not unreasonably withhold or delay approval.
- B. For each project for which the Grantee requests disbursement of funds, the Grantee shall submit to the Vigo County Commissioners/City of Terre Haute a Project Claim Form (the "Claim Form").
 - (1) The Claim Form, attached herein by reference, will be made available to the Grantee, which is attached herein by reference and subject to reasonable modification over time.
 - (2) Grantee must complete a separate Claim Form for each project.
 - (3) Each Claim Form must 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;
 - (c) A detailed budget including all sources and uses of funding required to implement the project ("Project Budget"); and
 - (i) After the Vigo County Commissioners/City of Terre Haute approves a Claim Form, the Project Budget funded by this Grant Agreement may not experience a Material Change (as herein defined) without the prior written consent of the Vigo County Commissioners.

- (ii) For any in-kind contribution, the Grantee must provide a reasonable value associated with each contribution. The Vigo County Commissioners/City of Terre Haute 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 name and contact information for the Grantee, and a certification from the Grantee that it is in compliance with all applicable State and federal laws; and
 - (e) Any other information or documentation required by the Vigo County Commissioners/City of Terre Haute.
- (4) If a project is subject to additional requests for information or documentation from the Vigo County Commissioners/City of Terre Haute, the Grantee may submit Claim Forms for projects not initially included in the Plan as an additional project of the Plan. If the Vigo County Commissioners/City of Terre Haute approves a Claim Form for a Project not initially included in the Plan, the project automatically becomes part of the Grantee's Plan.
- (5) The Vigo County Commissioners/City of Terre Haute will 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 Vigo County Commissioners/City of Terre Haute must notify the Grantee of a date by which its decision can be expected. The Vigo County Commissioners/City of Terre Haute agrees that it will not unreasonably extend any such review.
- (6) The Grantee understands and agrees that the Vigo County Commissioners/City of Terre Haute retains the right to approve or deny a Claim Form, as determined by the Vigo County Commissioners/City of Terre Haute under this Grant Agreement.
- (7) The Vigo County Commissioners/City of Terre Haute may condition its approval of a submitted Claim Form as it deems appropriate. The Grantee may accept, reject, request a further revision to the conditional approval, or submit an amended Claim Form. A conditionally approved Claim Form is approved only if the Grantee gives written notice of its acceptance of the Claim Form and provides documentation of its satisfaction with the Vigo County Commissioners'/City of Terre Haute's conditions.
- (8) The Vigo County Commissioners/City of Terre Haute may request from the Grantee any additional information or written documentation relating to a Project necessary for the Vigo County Commissioners/City of Terre Haute to perform its obligations under this Grant Agreement. The Grantee must use its best efforts to obtain these

materials and provide them to the Vigo County Commissioners/City of Terre Haute within a reasonable time.

- (9) After the Vigo County Commissioners/City of Terre Haute approves a Claim Form, the Grantee must provide notice to the Vigo County Commissioners/City of Terre Haute 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 would require additional Grant funds for the project as a result of that increase;
 - (b) Change 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.
- (10) Within ten (10) business days after receipt of a notice of Material Change, the Vigo County Commissioners/City of Terre Haute will notify the Grantee if an amended Claim Form is required to proceed with the project.
- (11) If there is a Material Change requiring an amended Claim Form, the Vigo County Commissioners/City of Terre Haute may approve or deny the amended Claim Form.
- (12) The Grantee may enter into any contracts or agreements necessary or incidental to the performance of this Grant Agreement; however, the Vigo County Commissioners/City of Terre Haute is not bound by any contracts or agreements of the Grantee's unless agreed by the Vigo County Commissioners/City of Terre Haute in writing.
- (13) After the Grantee submits a Claim Form, the Grantee must submit to the Vigo County Commissioners/City of Terre Haute written progress reports until the completion of the project. The Grantee must submit these reports monthly, not later than the seventh (7th) day of the month following the month subject to the report. The report must contain such detail of progress or performance on the Plan and any Projects funded through this Grant Agreement as is requested by the Vigo County Commissioners/City of Terre Haute.

6. Payment of Claims.

- A. If governing law permits advance payment of the Grant funds and the Vigo County Commissioners/City of Terre Haute agrees to provide it, the Vigo County Commissioners/City of Terre Haute will only advance payment upon submission of a Payment Request Form. A Payment Request Form is attached to this Agreement. After Grantee expends advance funds, Grantee must provide the Vigo County Commissioners/City of Terre Haute with a reconciliation of those expenditures. The Vigo County Commissioners/City of Terre Haute will

review all requests for projects performed directly by the Grantee. The Vigo County Commissioners/City of Terre Haute will disburse Grant funds within thirty-five (35) days of compliance partners' approval.

- B. As required by IC § 4-13-2-14.8, 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.
- C. Payment requests will be processed only upon presentation of a Payment Request Form. Such Payment Request Forms must be submitted with an accounting of expenditures organized by project.
- D. The Vigo County Commissioners/City of Terre Haute 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 Vigo County Commissioners/City of Terre Haute's determination that the Grantee's performance to date conforms with the project as approved, notwithstanding any other provision of this Grant Agreement.
- E. Payment Request Forms must be submitted to the Vigo County Commissioners/City of Terre Haute within thirty (30) calendar days following the end of the month work on or for the project was performed. The Vigo County Commissioners/City of Terre Haute may refuse to pay any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. Claims may be submitted monthly only. Grant funds that have been advanced and unexpended when the final claim is submitted must be returned to the Vigo County Commissioners/City of Terre Haute.
- F. Payment Request Forms must be submitted with accompanying supportive documentation, as designated by the Vigo County Commissioners/City of Terre Haute. Payment Request Forms submitted without supporting 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 Vigo County Commissioners/City of Terre Haute.

- A. The Vigo County Commissioners/City of Terre Haute 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 must extend to the Vigo County Commissioners/City of Terre Haute and its authorized designees its full cooperation and give full access to its Project sites and relevant documentation to determine, among other things:
 - (1) Whether Project activities are consistent with those outlined in the Claim Form, including any modification agreed to by the Vigo County Commissioners/City of Terre Haute and the terms and conditions of the Grant Agreement;

- (2) The actual expenditure of state, local, or private funds expended to date on the Project conforms with the amounts for each Project Budget and the Claim Form, and that unpaid costs have been properly accrued;
 - (3) 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 outlined in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the Vigo County Commissioners/City of Terre Haute.
- B. The Grantee must submit for the Vigo County Commissioners/City of Terre Haute's approval for any public events or announcements related to Grant projects, such as ribbon cuttings, press announcements, celebrations, or similar events. Grantee must coordinate all public events and announcements through the Vigo County Commissioners/City of Terre Haute.

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

- A. The Grantee and any fiscal agent of Grantee 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 five (5) years after final payment for inspection by the Vigo County Commissioners/City of Terre Haute or its authorized designee. One (1) Copy shall be furnished to the Vigo County Commissioners/City of Terre Haute 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 determine audit requirements for non-governmental units under IC § 5-11-1-9. Audits 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-financialassistance-government-sources.pdf>, as amended from time to time.

9. Compliance with Laws.

- A. The Grantee and the Vigo County Commissioners/City of Terre Haute 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 the Vigo County Commissioners/City of Terre Haute for the administration of the program. All such materials required to be included herein are 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 Vigo County Commissioners/City of Terre Haute 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 with a business relationship with the Vigo County Commissioners/City of Terre Haute as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. If the Grantee knows or would have known with a 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 before the execution of this Grant Agreement. If the Grantee is unfamiliar 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 Vigo County Commissioners/City of Terre Haute may terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be penalized under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that, to 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. Additionally, payments may be withheld, delayed, or denied, or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the Vigo County Commissioners/City of Terre Haute.
- D. The Grantee warrants that, to 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 Vigo County Commissioners/City of Terre Haute of any such actions. During such actions, the Grantee agrees that the Vigo County Commissioners/City of Terre Haute may suspend funding for the project.
- 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 Vigo County Commissioners/City of Terre Haute is asked by the State Budget Agency or any agency or instrumentality of the Federal government to repay any Grant funds that the Vigo County Commissioners/City of Terre Haute has disbursed to Grantee, the Grantee shall, within thirty (30) days, reimburse those funds to the Vigo County Commissioners/City of Terre Haute.
- H. As required by IC § 5-22-3-7, the Grantee certifies that:
- (1) The Grantee, an affiliate of the Grantee, or any agent acting on behalf of the Grantee or an affiliate has not violated the terms of IC § 24-4.7 [Telephone Solicitation Of Consumers]; IC § 24-5-12 [Telephone Solicitations]; or IC § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days; and
 - (2) The Grantee, an affiliate of the Grantee, or any agent acting on behalf of the Grantee or an affiliate will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement.
- I. The Grantee must complete and return the Information and Questionnaire.
- J. Notwithstanding anything herein to the contrary, any obligation, duties, or compliance responsibility set forth under this Grant Agreement on Grantee shall rest 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 or vendors receiving funds under this Grant Agreement and will be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee must immediately notify the Vigo County Commissioners/City of Terre Haute if any subcontractor becomes debarred or suspended and must, at the Vigo County Commissioners/City of Terre Haute's request, take all steps required by the Vigo County Commissioners/City of Terre Haute to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification.

- A. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the Vigo County Commissioners/City of Terre Haute 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 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, or debarment of grant opportunities with the Vigo County Commissioners/City of Terre Haute for up to three (3) years.
- B. In addition to the provisions of the above paragraphs, if the total amount outlined in this Grant Agreement is more than \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:
- (1) 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;
 - (2) 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;
 - (3) 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;
 - (4) Notifying in writing the Vigo County Commissioners/City of Terre Haute within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
 - (5) 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 an 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

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

12. Disputes and Governing Law.

- A. In the event of a dispute between the Vigo County Commissioners/City of Terre Haute 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 initiate legal action at its own expense. Both parties agree that disputes shall not be arbitrated.
- B. This Grant Agreement shall be governed, construed, and enforced under the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Vigo County, Indiana.

13. 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>.

14. Insurance.

The Grantee shall maintain insurance with coverages in such amount as may be required by the Vigo County Commissioners/City of Terre Haute or as provided in its Grant Application.

15. Nondiscrimination.

Under 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 concerning 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 Vigo County Commissioners/City of Terre Haute is a recipient of federal funds. Therefore, Grantee and subcontractors must comply with requisite affirmative action requirements, including reporting, under 41 CFR Chapter 60 and Section 202 of Executive Order 11246.

16. 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.

If funded through Vigo County ARPA dollars:

Vigo County Commissioners
650 S 1st Street
Terre Haute, IN 47802

Copy to:

Vigo County Attorney
401 Ohio Street, Suite A
Terre Haute, IN 47807

Jordan Marvel, Grants Manager

RJL Solutions, 1125 Wabash Avenue, Terre Haute, IN 47807
jmarvel@rjlsolutions.com

If funded through City of Terre Haute ARPA dollars:

Michelle Edwards, City Clerk
Room 102 City Hall
17 Harding Avenue
Terre Haute, IN 47807

Copy to:

City Legal Department
17 Harding Avenue, 2nd Floor
Terre Haute, IN 47807

Jordan Marvel, Grants Manager

RJL Solutions, 1125 Wabash Avenue, Terre Haute, IN 47807
jmarvel@rjlsolutions.com

B. Notices to the Grantee shall be sent to:

Name _____

Title _____

Organization _____

Email _____

17. 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 Vigo County Commissioners/City of Terre Haute; (4) the Grant Management Tool; (5) the Plan; and (6) Exhibits prepared by Grantee. All of the preceding are incorporated fully herein by reference.

18. Public Record.

The Grantee acknowledges that the Vigo County Commissioners/City of Terre Haute 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.

19. Termination for Breach.

- A. Failure of the Grantee, for a Grantee Project, to complete the project and expend Grant funds under this Grant Agreement may be considered a material breach and shall entitle the Vigo County Commissioners/City of Terre Haute to suspend Grant payments associated with the project and to suspend the Grantee's participation in the Vigo County Commissioners/City of Terre Haute grant programs until all material breaches are cured to the Vigo County Commissioners/City of Terre Haute's satisfaction.
- B. The Grantee warrants to the Vigo County Commissioners/City of Terre Haute that it will complete its project and expend Grant funds under this Grant Agreement. Breach of this warranty entitles the Vigo County Commissioners/City of Terre Haute to suspend Grant payments associated with the project and the Grantee'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 will repay the Vigo County Commissioners/City of Terre Haute within thirty (30) days all funds not spent in conformance with this Grant Agreement. If the Vigo County Commissioners/City of Terre Haute is subject to any fine, penalty, or fee due to the Grantee's improper expenditure of Grant funds, the Grantee must fully reimburse the Vigo County Commissioners/City of Terre Haute for any incurred expense.

20. 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 Vigo County Commissioners/City of Terre Haute whenever, for any reason, the Vigo County Commissioners/City of Terre Haute determines that such termination is in the best interest of the Vigo County Commissioners/City of Terre Haute. Termination will be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. the Vigo County Commissioners/City of Terre Haute will not be liable for work on the project performed after the effective date of termination. In no case shall the total payment to the Grantee exceed the original Grant.

21. Assignment.

The Grantee shall not assign this Grant Agreement without advanced approval from the Vigo County Commissioners/City of Terre Haute. Unauthorized assignment is a material breach of this Grant Agreement.

22. 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 after that. Invalidation of any term, in whole or in part, shall not affect the validity of the other parts.

23. 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 knows 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.

24. Indemnification.

Unless due to the negligence of the Vigo County Commissioners/City of Terre Haute, the Grantee shall indemnify, defend, and hold harmless the Vigo County Commissioners/City of Terre Haute 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 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 or subcontractor(s), agents, officers, or employees in connection with the performance of this Grant Agreement. The Vigo County Commissioners/City of Terre Haute shall not provide such indemnification to Grantee.

25. Public Relations and Marketing.

All external 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 Vigo County Commissioners/City of Terre Haute and receive the Vigo County Commissioners/City of Terre Haute and Grantee written approval before publication. Communications should include appropriate reference to the Vigo County Commissioners/City of Terre Haute as an investor, partner, or sponsor of the program or initiative that is the subject of this Grant, including the use of the Vigo County Commissioners/City of Terre Haute logo and the Vigo County Commissioners/City of Terre Haute social media tags and reference to the Vigo County Commissioners/City of Terre Haute social media accounts. All communications required under this paragraph shall be sent to Vittoria Meyer, vmeyer@rjlsolutions.com.

26. Use of the Vigo County Commissioners/City of Terre Haute Name.

the Vigo County Commissioners/City of Terre Haute 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, the Vigo County Commissioners/City of Terre Haute trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the Vigo County Commissioners/City of Terre Haute. In all cases in which the Vigo County Commissioners/City of Terre Haute's participation will be referenced, the Vigo County Commissioners/City of Terre Haute shall have the right to review and approve the use, disclosure, and finished product before publication. All such requests shall be written and delivered to the Vigo County Commissioners/City of Terre Haute for approval at its sole discretion.

27. 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 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 individuals.

In Witness Whereof, the Grantee and the Vigo County Commissioners/City of Terre Haute have, through duly authorized representatives, entered into this Grant Agreement. The parties, having read and

understood the preceding terms of this Grant Agreement, do by their respective signatures below, agree to the terms thereof.

Remainder of this page intentionally left blank.

VIGO COUNTY COMMISSIONERS/CITY OF TERRE HAUTE

Signature

Printed Name and Position/Title

Date: _____

GRANTEE: _____

Signature

Printed Name and Position/Title

Date: _____