

AGENDA RESERVATION REQUEST

CITY OF FRANKLIN

Board of Works

Please type or print

Date Submitted:	February 1, 2023	Meeting Date:	February 6, 2023
Contact Information:			
Requested by:	Dana Monson		
On Behalf of Organization or Individual: City of Franklin			
Telephone:	317-736-3631		
Email address:	dmonson@franklin.in.gov		
Mailing Address:	70 E. Monroe St., Franklin, IN 46131		
Describe Request:			
Request for approval of READI Subrecipient Grant Agreement Template and permission for Mayor to electronically sign on behalf of board.			
List Supporting Documentation Provided:			
Memo			
MPO subrecipient grant agreement template			
Who will present the request?			
Name:	Dana Monson	Telephone:	317-736-3631

The Franklin City Council meets on the 1st and 3rd Monday of each month at 6:00 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday before the meeting.



CITY OF FRANKLIN

Community Development Department

Memo

To: Board of Works Members
CC: Mayor, Clerk-Treasurer, City Attorney
From: Dana Monson, Community Development Specialist
Date: February 6, 2023
Subject: Request for approval of READI Grant Subrecipient agreement

The City of Franklin applied for and received \$653,000 READI Grant funds from the State of Indiana. These funds will be used to partially fund the Graham Road Extension that is being constructed as part of the Cold Summit project on Graham Road. These funds are a one to one match with city funds, which are already designated through the TIF fund.

The Indianapolis Metropolitan Planning Organization is the entity that is expediting the agreement and overseeing the grant funding. This agreement is a template from them for the funding. This will be signed electronically by the mayor on behalf of the board.

This is a request for approval of this grant and approval for the mayor to sign the final document via DocuSign on behalf of the Board of Works.

Please contact me directly at 346-1254 or dmonson@franklin.in.gov if you have any questions regarding this information.

SUBRECIPIENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Subrecipient is eligible to receive and utilize Grant funds in accordance with the terms and conditions of this Agreement, the Grant, and the Grant Agreement;
- B. Subrecipient is currently in compliance and shall remain in compliance with 2 C.F.R. Part 25, requiring registration in the federal System for Award Management (SAM.gov) as amended from time to time, and 2 C.F.R., Part 170, requiring reporting of a subaward and executive compensation information, as amended from time to time;

- C. Subrecipient has prior experience with similar Grants and holds the capacity to comply with the terms set forth under this Agreement and the Grant Agreement;
- D. Subrecipient will undertake and complete the Services in accordance with this Agreement and the Grant Agreement;
- E. Subrecipient has reviewed and understands the terms and conditions pertaining to the Grant, including but not limited to (i) those terms and conditions set forth under Section 7 of the Grant Agreement pertaining to project monitoring by the IEDC, (ii) those terms and conditions set forth under Section 8 of the Grant Agreement pertaining to compliance with audit and reporting requirements, and (iii) those terms and conditions set forth under Section 9 of the Grant Agreement pertaining to compliance with local, state and federal laws and regulations; and
- F. Subrecipient covenants and agrees that it shall be solely responsible for the repayment of all Grant funds made available to it hereunder within fifteen (15) days should it be determined that (i) Subrecipient was ineligible to receive the Grant funds; (ii) Subrecipient made any misrepresentation in conjunction with this Agreement or the Grant Agreement; or (iii) Subrecipient used Grant funds for any purpose or in any manner contrary to or inconsistent with this Agreement or the Grant Agreement.

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

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

- A. Selection of Vendors and Contractors. Subrecipient shall be solely responsible for selecting vendors using an appropriate and applicable federal procurement process as required under applicable federal statutes and regulations, including but not limited to 2 C.F.R 200 *et seq.*, the Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards (the “Uniform Requirements”). Subrecipient shall further be solely responsible for entering into vendor or sub-recipient agreements with the applicable vendors and/or subrecipients. Recipient will not be responsible for procurement, legal review of contracts or agreements, or holding contracts or agreements. Recipient shall receive copies of executed contracts or agreements for record keeping and funds management. Subrecipient shall be liable for all procurement and Subrecipient expressly agrees that Recipient shall not be liable for procurement.
- B. Purchase of Property and Equipment. Subrecipient shall be solely responsible for the procurement and purchase of any property or equipment using an appropriate and applicable federal procurement process as required under applicable federal statutes, including under the Uniform Requirements. Recipient will not be responsible for procurement, reporting or tracking of property or equipment purchased with Grant funds.
- C. Insurance. Subrecipient shall require in contracts and sub-recipient agreements that vendors, contractors and subrecipients carry insurance policies of the types and in the amounts set forth in this Section 10(C) and list the Subrecipient and Recipient as additional insureds on said policies. Subrecipient shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and Recipient from the claims set forth below which may arise out of or result from Subrecipient’s operations under this Agreement, whether such operations be by Subrecipient or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
 - 1) Claims under Worker’s Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
 - 2) Claims for damages because of bodily injury and personal injury, including death, and;
 - 3) Claims for damages to property.

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

- i. Commercial General Liability (Occurrence Basis)

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

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

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations	\$1,000,000.00
ii. Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
iii. Excess/Umbrella Liability	\$1,000,000.00 (each occurrence and aggregate)
iv. Worker’s Compensation	Statutory
v. Employer’s Liability	
Bodily Injury Accident	\$100,000.00 each accident
Bodily Injury by Disease	\$100,000.00 each employee
Bodily Injury by Disease	\$500,000.00 policy limit

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

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

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

- D. Allowable and Allocable Costs. Costs must be necessary, reasonable and directly related to the Grant. In addition, costs must be legal and proper.
- E. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. In no event will the costs for the Services exceed \$ _____, unless agreed to in writing by the Recipient and Subrecipient.
- F. Restriction on Disbursements. No money under this Agreement and the Grant shall be disbursed by the Subrecipient to any vendor, contractor or subrecipient except pursuant to a written contract which incorporates the applicable requirements of this Agreement, the Grant, the Grant Agreement and IEDC regulations and unless the contractor is in compliance with IEDC requirements for applicable accounting and fiscal matters. Subrecipient will not approve the disbursement of Grant funds until all documentary materials required by the Grant have been received and approved by the IEDC.
- G. Grant Funds. Grant funds must be obligated by _____ (the "Grant Obligation Date") and may continue to be liquidated through _____. On or before _____, Recipient shall submit a plan to the IEDC detailing how all currently unobligated funds will be obligated by the Grant Obligation Date.
- H. Claim Forms. Subrecipient will submit claim forms as required by the IEDC in accordance with the procedures for claims set forth in the Grant.
- I. Records and Reports. The READI program will be subject to audit by the State of Indiana. Subrecipient will retain all documents related to the program for a period of at least five (5) years after the final payment is made. Subrecipient will submit required progress reports through the Grant Management Tool containing reasonably requested information by the IEDC.
 - i. At such times and in such forms as IEDC or the Recipient may require, Subrecipient shall furnish to IEDC or the Recipient such statements, records, data and information as IEDC or the Recipient may request pertaining to matters covered by this Agreement.
 - ii. The Subrecipient shall, at a minimum, submit the following reports to the Recipient:

- a. Quarterly progress reports due by the 15th day following the end of each calendar quarter, such reports outlining activities undertaken during such calendar quarter relative to the Grant.
 - b. Quarterly financial statements due by the 15th day following the end of each calendar quarter, such reports detailing all revenues and expenses applicable to the Grant and activities undertaken during such calendar quarter.
 - c. The reports required in Section 10(I)(ii)(a) and Section 10(I)(ii)(b) above shall be submitted by Subrecipient to Recipient for a period of five (5) years following the expiration of this Agreement.
 - d. A report at the conclusion of the project for which funds are provided under this Agreement which summarizes the successes or failures of the assisted activity, and the level of attainment respective to the national objective prescribed under the Grant.
 - e. The Recipient shall provide all available maps, reports, and other data requested by the Subrecipient to accomplish the services which are the subject of this Agreement.
- J. Additional Information upon Request. The Subrecipient shall, upon request of Recipient, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.
- K. E-Verify. Subrecipient shall require vendors, contractors and sub-recipients to enroll in and verify the work eligibility status of all newly hired employees of Subrecipient through the E-Verify Program in accordance with Section 19 of this Agreement.
- L. Conflicts of Interest. Subrecipient shall require vendors, contractors and subrecipients with potential conflicts of interest to document such conflicts of interest.

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

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

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

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

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

- A. TITLE VI. CIVIL RIGHTS ACT OF 1964: which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. AGE DISCRIMINATION ACT OF 1975: which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- C. SECTION 504 OF THE REHABILITATION ACT OF 1973: which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

16. COMPLIANCE WITH LAWS. The parties agree to abide by all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions, including but not limited to the Drug-Free Workplace Act of 1988 and those federal rules and regulations referred to in this Agreement.
17. COMPLIANCE WITH FEDERAL THIRD-PARTY CONTRACT PROVISIONS. The parties agree to abide by all federal and IEDC contract provisions in carrying out the subject Grant.
18. DEBARMENT. The parties certify, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of a party.
19. COMPLIANCE WITH E-VERIFY PROGRAM. Pursuant to IC 22-5-1.7, the parties shall enroll in and verify the work eligibility status of all newly hired employees of each party through the E-Verify Program (“Program”). The parties are not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Each party and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that a party or its subcontractor subsequently learns is an unauthorized alien. If a party violates this Section, the non-defaulting party shall require the other party to remedy the violation not later than thirty (30) days after notifying the party. If a party fails to remedy the violation within the thirty (30) day period, the other shall terminate the contract for breach of contract. Pursuant to IC 22-5-1.7 a fully executed affidavit in the form attached hereto as Appendix IV affirming that each party does not knowingly employ an unauthorized alien and confirming the party’s enrollment in the Program, unless the Program no longer exists, shall be filed with the other party prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with each party. If a party terminates the Agreement, the other party shall, in addition to any other contractual remedies, be liable to the other party for actual damages. There is a rebuttable presumption that the parties did not knowingly employ an unauthorized alien if a party verified the work eligibility status of the employee through the Program.
20. PUBLIC RELATIONS AND MARKETING. Subrecipient agrees to comply with the terms in Section 30 of the Grant Agreement relating to public relations and marketing and the terms in Section 31 of the Grant Agreement relating to the use of the IEDC name.

21. AUTHORITY TO BIND. Notwithstanding anything in this Agreement to the contrary, the signatories for Recipient and Subrecipient each represent to the other party that he/she has been duly authorized to execute agreements on behalf of such party and has obtained all necessary or applicable approval to make this Agreement fully binding upon his/her party when his/her signature is affixed hereto.
22. ELECTRONIC SIGNATURE. Recipient and Subrecipient agree to signature both in counterparts and by facsimile.
23. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
24. WAIVER. Subrecipient's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall operate as a waiver of any of Subrecipient's rights or remedies.
25. ATTORNEYS' FEES. Subrecipient shall be liable to Recipient for reasonable attorneys' fees incurred by Recipient in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Subrecipient, or from Subrecipient's failure to fulfill any provisions or responsibility provided herein.
26. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties hereby expressly consents to the personal jurisdiction of the state and federal courts located in Marion County, Indiana for any lawsuit filed there arising from or related to this Agreement.
27. FORCE MAJEURE. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to services already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
28. CONFLICT OF INTEREST. The Subrecipient certifies and warrants that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Grant or otherwise related to the terms of this Agreement.

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

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

To Recipient:

Indianapolis Metropolitan Planning Organization
200 East Washington Street
Suite 2322
Attn: Executive Director
Indianapolis, IN 46204

To Subrecipient:

Attn: _____

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

RECIPIENT

THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

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

Printed: _____

Title: _____

SUBRECIPIENT

By: _____

APPENDIX I
GRANT AGREEMENT

APPENDIX II

SCOPE OF SERVICES

For purposes of this Appendix II, IMPO refers to the Indianapolis Metropolitan Planning Organization and _____.

[To be attached prior to execution]

APPENDIX III

BUDGET

APPENDIX IV

AFFIDAVIT

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

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

(_____): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

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

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____