

Grant Agreement
Lake Michigan Coastal Program
Contract #000000000000000000075597

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Natural Resources/Division of Nature Preserves (the "State") and MUNSTER, TOWN OF (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 purpose of this Grant Agreement is to enable the State to award a Grant of \$79,530.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 14-11-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):
Coastal Zone Management Administration Awards

CFDA # 11.419

If State Funds: Program Title _____

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application 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 either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 the Grantee.

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

- C. The Grantee agrees to complete the Project in accordance with the Coastal Zone Management Act of 1972, as amended (16 U.S.C. §1451, et seq.), which is incorporated herein.
 - D. The Grantee shall cause to be erected at the site of any construction project, and maintained during construction, signs satisfactory to the IDNR, that identify the Project and indicate that the Project is being funded under the Coastal Zone Management Act by the National Oceanic and Atmospheric Administration (NOAA) Office of Ocean and Coastal Resource Management (OCRM) and the Indiana Department of Natural Resources Lake Michigan Coastal Program. The Grantee also shall maintain a permanent plaque or sign at the Project site with the same information.
 - E. The Grantee must acknowledge the support of the National Oceanic and Atmospheric Administration and the Indiana Department of Natural Resources Lake Michigan Coastal Program on the title page of any publication written or published under this Grant Agreement. Correct examples of acknowledgement of support are: "This publication was made possible by a grant from the National Oceanic and Atmospheric Administration and the Indiana Department of Natural Resources, Lake Michigan Coastal Program." Or "Funding for this program was provided in part by the National Oceanic and Atmospheric Administration and the Indiana Department of Natural Resources, Lake Michigan Coastal Program."
 - F. Grantee must observe the closeout procedures provided by the Lake Michigan Coastal Program within 30 days after the expiration or termination date of this Grant Agreement. The Grantee is responsible for submitting to IDNR a Final Project Report using the format provided in the LMCP Grants Manual, which is incorporated herein by reference, within 30 days after the expiration of this Grant Agreement. When the State determines that all required reports have been submitted, the State will send a letter advising the Grantee that closeout has been completed. The letter will also advise the recipient regarding records retention requirements. If closeout action results in a debt to the State, Grantee must pay the debt within a reasonable period, not to exceed thirty (30) days.
 - G. The Grantee is responsible for submitting to the State on a quarterly basis, both a Progress Report and a Financial Report until the completion of the Project. Quarters consist of a three (3) month period as follows: January through March; April through June; July through September; and October through December. The State must receive reports no later than fourteen (4) days following the end of each quarter (i.e. April 14th, July 14th, October 14th, and January 14th) beginning on the date of the last required state signature. These reports should provide a detailed explanation of what was accomplished under each task during the quarter. The Progress Report should be organized in the same format as the Project description and timeline in the original grant application and include the following:
 - 1. Status of tasks within each Project phase, organized by task title
 - 2. Status of objectives due during the quarter
 - 3. Status of special grant conditions, if any, due during the quarter
 - 4. Financial reports should conform to the format provided by the Lake Michigan Coastal Program and detail progress made on each budget item in **Exhibit B**.
 - 5. LMCP Performance Indicators Checklist is to be submitted every January and July through the life of the project.
 - H. If this Grant Agreement is terminated by either party prior to the Expiration Date of this Grant Agreement, the State may promptly conduct an on-site monitoring of the Project and complete a Project monitoring report.
4. **Term.** This Grant Agreement commences on the date of last required State signature and shall remain in effect through December 31, 2024. Unless otherwise provided herein, it may

be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

- A. The State shall fund this Grant in the amount of \$79,530.00. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. 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 State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the 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 in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within 14 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 30 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a quarterly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.
- F. Failure to complete the Project and expend state, local and/or private funds in accordance with this Grant Agreement may be considered a material breach of the agreement and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Grantee's participation in IDNR

grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all IDNR funds expended for activities that are not in the scope of the Project as set forth in **Exhibits A and B**.

- G. Grantee must comply with the federal policies and regulations in **Exhibit E**, attached hereto and incorporated herein.
- H. The payment of this Grant by the State to the Grantee shall also be made in accordance with the following schedule and conditions:
 - (i) This Grant Agreement must be fully executed,
 - (ii) All of the evidentiary materials required by **Exhibit D**., attached hereto and incorporated herein, must be submitted to and approved by the State, and
 - (iii) Any other grant conditions must be met to the State's satisfaction.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the 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 its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, 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 Budget line item as set forth in **Exhibit B** 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 and control systems, procurement systems and 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 State.

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

- A. The Grantee shall submit to an audit 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 three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, 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. 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 Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, https://www.in.gov/sboa/files/erfa_2016.pdf. Guidelines for filing the annual report are included in Exhibit C (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions 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 State 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 State 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 State 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 neither it nor its principal(s) is 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 State 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 State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State 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 State or its agencies, and the State 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 State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee 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, 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 IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC § 5-22-3-7:
- (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, 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; 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.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal 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; 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.

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 by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant 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 the Grantee.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors 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 State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the 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, 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 State within ten (10) days after receiving actual notice that the Grantee, or 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 State 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 State 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, 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 State 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 State 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, 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 Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. 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 the State of 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. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, 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 State is a recipient of federal funds, and therefore, where applicable, Grantee and any 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.

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

A. Notices to the State shall be sent to:

Jenny Orsburn, Program Manager
Indiana Department of Natural Resources
Indiana Dunes State Park
1600 North 25 East
Chesterton, IN 46304
219-983-9912
E-mail: jeorsburn@dnr.IN.gov

B. Notices to the Grantee shall be sent to:

Jill DiTommaso, Deputy Town Manager
Town of Munster
1005 Ridge Rd.
Munster, IN, 46321
219-836-6900
E-mail: jditommaso@munster.org

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

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 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

- 20. Public Record.** Unless an Access to Public Record Act exception applies, this Grant Agreement will not be treated as confidential and will be posted on the State's website as required by Executive Order 05-07. Use by the public of information contained in this Grant shall not be considered an act of the State.
- 21. Termination for Breach.**
- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, 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 expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.
- 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 State whenever, for any reason, the State 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 State 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.
- 23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.
- 24. Federal and State Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit(s) E** and incorporated fully herein.
- 25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** The State 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 State 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.
- 26. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2018 OAG/ IDOA Professional Services Contract Manual or the 2018 SCM Template) in any way except as follows: #3 Implementation of and Reporting on the Project (modified, C through E added); #4 Term (modified); #6 Payment of Claims (modified, F through L added); #7 Project Monitoring by the State (modified); #25 Public Record (added).

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Non-Collusion and 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 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 Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

MUNSTER, TOWN OF

Indiana Department of Natural Resources

By: \s1\

By: \s2\

Title: \t1\

Title: \t2\

Date: \d1\

Date: \d2\

Approved by: Indiana Office of Technology -- N/A By: N/A (for) Dew and Neely, Chief Information Officer	Electronically Approved by: Department of Administration By: (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency By: (for) Zachary Q. Jackson, Director	Approved as to Form and Legality: Office of the Attorney General Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on July 24, 2023 FA 23-24

Exhibit A - Timeline
Indiana Lake Michigan Coastal Grants Program
Project Number: CZ296

Applicant: Town of Munster

Project Title: Beverly Place Bioswales

Project Timeline: September 2023 – December 2024

Summary: The Town of Munster is seeking to fund a portion of a larger, ongoing project to revitalize a residential area of the Town. The street segment associated with this project is a two-block-long boulevard section with a wide median extending from State Line Avenue to Hohman Avenue. The Town plans to reconstruct this portion of the street, narrowing the pavement width, constructing curb bump outs at the intersections, and constructing and planting bioswales in the median to retain and treat stormwater. They are requesting that the LMCP provide funds to assist with the installation of two (2) bioswales in the existing median to capture, treat, and infiltrate stormwater runoff before it reaches nearby traditional gray infrastructure features.

TASK ONE: Project Planning
September 2023 – June 2024

1. Finalize plans and specifications – January 2023
2. Solicit construction bids – February 2023
3. Award construction contract – March 2023

TASK TWO: Project Implementation
September 2023 – November 2023

1. Grading bioswales – September 2023
2. Planting – October 2023

TASK THREE: Public Outreach
September 2023 – December 2024

1. Publish announcement of funding award on Town's Facebook page, website, and newsletter
2. Construction updates on website – weekly
3. Construction updates in newsletter – monthly

TASK FOUR: Administration
September 2023 – December 2024

1. Submit quarterly financial and progress reports, due 14 days after the end of each quarter;

beginning with project start date

2. Submit Final Report

Work Products:

1. Installation and completion of two (2) bioswales

Exhibit B - Budget
Indiana Lake Michigan Coastal Grants Program
Project Number: CZ296

Applicant: Town of Munster

Project Title: Beverly Place Bioswales

Category	LMCP Request	Match: Cash	Match: In-Kind	Total
Personnel				
Fringe				
Travel				
Supplies				
Contractual	\$79,530	\$79,530		\$159,060
Overhead / indirect				
Totals	\$79,530	\$79,530		\$159,060

Exhibit C

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Exhibit D

Grantee agrees to the following special conditions:

- A. The IDNR Lake Michigan Coastal Program will fund up to 50% of the project cost using the Department of Commerce, National Oceanic and Atmospheric Administration funds, not to exceed the total grant amount. The grantee will be responsible for providing cash and/or donated goods and services sufficient to complete the Project. The matching share will not consist of funds from the federal government. Costs paid for with locally provided matching funds, or in-kind goods and services, must be accounted for in the same manner as costs to be reimbursed with grant funds.
- B. The Project must be conducted in accordance with Coastal Zone Management Act Section 306A Guidance and the Lake Michigan Coastal Program Grants Manual.
- C. Grantee will not cut or remove any trees equal to or greater than three (3) inches in diameter at breast height (dbh) between April 1 and September 30 and all mechanical cutting activity must be restricted to times when the ground is frozen.
- D. Grantee shall ensure that any field work conducted for this Project, including construction activities, survey(s), educational, training or volunteer programs/activities will be conducted in accordance with appropriate federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and to minimize the impact to the human environment during this Project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather. Grantees and all subcontractors are required to take active steps to prevent or limit the introduction, establishment, and spread of invasive species. This must be accomplished by cleaning equipment prior to arriving and leaving the project site, as well as communicating any precautions needed to staff and subcontractors. Parking, staging areas, and travel routes shall not be within known infestations.
- E. Grantee will submit to IDNR, Lake Michigan Coastal Program for review and approval a list of all plant species and seed mixes to be planted as part of this grant Project prior to planting.
- F. Grantee must submit plans, specification, or other predevelopment information to the IDNR, Lake Michigan Coastal Program for review. No construction work can begin on the Project until written approval is provided by the IDNR LMCP.
- G. Grantee may not enter into any contracts for any aspect of the Project work without the prior written approval of the IDNR LMCP. Federal regulations require a competitive procurement process in the selection of professional services. See the Lake Michigan Coastal Program Grants Manual for more information on procurement.
- H. Grantee agrees to obtain all necessary local, state, and federal permits for any work conducted under this Grant Agreement. Grantee will submit a copy of all permits to the IDNR LMCP.
- I. The Grantee may submit to the IDNR LMCP a draft Final Project Report a minimum of 30 days prior to the expiration of this Grant Agreement. Before closeout of this Grant Agreement, the grantee shall submit to IDNR LMCP one complete electronic copy of the Final Project Report with, as applicable, photo documentation of the completed work.

The Final Project Report is to be assembled according to the guidance provided in the Lake Michigan Coastal Program Grants Manual.

- J. The IDNR LMCP will retain 10% of the total grant amount until the IDNR LMCP has reviewed the final products and has found them to be in compliance with applicable requirements in this Grant Agreement. When all work has been completed and accepted and all financial documentation has been submitted to the IDNR LMCP, the 10% retention, or the balance of approved grant expenditures, will be released for payment.
- K. In the event there are title discrepancies or encumbrances that the State deems interfere with the purpose for which grant funds were granted, or if the State determines that the Project or property is no longer used for its original intended purpose, the Grantee shall reimburse the State for the federal funds received for the Project. The grantee will maintain the project in perpetuity, or at a minimum, twenty (20) years.
- L. Grantee is required to retain all financial records, supporting documents, and other records related to this grant for a period of three (3) years after the expiration date of this Grant Agreement. Subgrantees must likewise retain such records for a three-year period.
- M. The State Board of Accounts or its designee will have the right to conduct financial audits of the Grantee in accordance with established guidelines. Grantee agrees to comply with all reporting requirements prescribed by the State Board of Accounts. When a Grantee is audited for the period of time that grant funds were being expended, a copy of the audit report must be provided to the IDNR LMCP. If the term of the grant covers more than one audit period, all applicable audit reports must be provided to the IDNR LMCP. All local government units must ensure that the federal funds in this grant are included in the Single Audit conducted on their governmental agency by the State Board of Accounts.
- N. Requests for time extensions must be submitted to the IDNR LMCP in writing and be fully justified. Requests for extensions must be received by the IDNR LMCP 60 days before the expiration date of the Grant Agreement. The State reserves the right to deny any request for extension.

Exhibit E

Grantee agrees to the following federal terms and conditions set forth herein:

- A. Grantee must comply, as applicable, with the following: (1) 2 CFR Part 200: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; (2) Financial management standards as prescribed in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements as Adopted Pursuant to 2 CFR § 1327.101; (3) Cost Principles in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements as Adopted Pursuant to 2 CFR § 1327.101.
- B. For any projects involving the collection or production of geospatial data (i.e. GIS data), the Grantee will comply to the maximum extent practicable with Executive Order 12906 "Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure" Federal Register Vol. 59, Number 71, pp. 17671-17674, the Grantee shall document all new geospatial data it collects or produces using the standard developed by the Federal Geographic Data Committee (FGDC), and make that standardized documentation electronically accessible to the State. The standard can be found at <http://fgdc.gov/standards/standards.html>
- C. Grantee must comply with Part III of Executive Order 11246 (30 F.R. 12319, September 25, 1965) as amended by Executive Order 11375 (32 F.R. 14303, October 17, 1967) requiring federally assisted construction contracts to include the provisions of Section 203 of the Executive Order for Equal Employment Opportunity. Grantee must also comply with Department of Labor regulations implementing the Executive Order. These are found at 41 CFR 60-1.4 (b).
- D. Grantee is, for any construction activities funded through this grant, required to include, in contracts in excess of \$10,000, a provision requiring compliance with Executive Order 11246, concerning equal employment opportunity, as amended by Executive Order 11375 and supplemented in Department of Labor regulations (41 CFR Chapter 60). Grantee must observe all applicable requirements of the Orders and regulations and include in their nonexempt (see the supplementing regulation) construction contracts the specific clauses prescribed by 41 CFR 60-1.4 (b) and, if applicable, 41 CFR 60-4.3.
- E. The Grantee is prohibited from expending grant funds or in-kind goods or services for purposes of providing transportation, travel, and any other expenses for any Federal employee.
- F. The Grantee and any subrecipients or contractors shall not sub-grant or subcontract any part of the approved project to any federal agency.
- G. The Grantee shall include a statement in all lower tier covered transactions (Subgrants, contracts, and subcontracts), that the grant is subject to Executive Order 12549, "Debarment and Suspension" and Department of Commerce implementing regulations published at 15 CFR Part 26, Subparts A through E, "Governmentwide Debarment and Suspension (Nonprocurement).

- H. If appraisal of real property is required by an independent appraiser, Grantee must comply with the procedures for establishing the fair market value of land or a building or the fair rental rate of land or space in a building are governed by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements as Adopted Pursuant to 2 CFR § 1327.101.
- I. Grantee shall be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subgrants.
- J. The Grantee shall maintain written standards of conduct governing the performance of its employees engaged in the grant and administration of subgrants. No employee, officer, or agent shall participate in the selection, award, or administration of a subgrant under this grant agreement if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected for a subgrant. The officers, employees, and agents of the Grantee shall neither solicit nor accept anything of monetary value from subrecipients. However, the Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- K. The Grantee must retain and provide access to financial and programmatic records, statistical records, supporting document, and all other records associated with a grant project according to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements as Adopted Pursuant to 2 CFR § 1327.101. Grantee must also require any sub-recipients to comply with this provision. In general, records must be retained for three (3) years from the date the Grantee submits its last expenditure report for the grant period. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- L. Grantee must comply with the requirements for retaining records of cost sharing or matching contributions as prescribed by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements as Adopted Pursuant to 2 CFR § 1327.101. Complete records on matching costs should be kept and maintained by the Grantee. Records of cost-sharing or matching contributions are subject to audit in the same manner and to the same extent as records dealing with the use of federal grant funds.
- M. The Grantee is accountable to the State for any grant related income as prescribed in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements as Adopted Pursuant to 2 CFR § 1327.101. Grant and sub-grant related income refers to: (1) interest and other investment income earned on advances of grant funds; and (2) program income.

- N. When applicable, Grantee must sign and comply with the assurances and certifications of Standard Forms 424D: "Assurances -- Construction Programs", CD-511: "Certification Regarding Lobbying," and CD-512: "Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions and Lobbying."