

SUB-GRANT AGREEMENT

This **SUB-GRANT AGREEMENT** (the “Agreement”) entered into this ____ day of _____, 2026 (the “**Effective Date**”) by and between the **CENTRAL INDIANA REGIONAL DEVELOPMENT AUTHORITY (“CIRDA”)**, a development authority established pursuant to Ind. Code § 36-7.7 *et. seq.* and the **CITY OF GREENFIELD, HANCOCK COUNTY, INDIANA**, an Indiana municipal corporation (the “**Sub-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 Agreement; Funding Source.

The purpose of this Agreement is for CIRDA to disburse Sub-Grant Funds (as defined in herein below) to Sub-Grantee for Eligible Costs (as defined in herein below) for Sub-Grantee’s Yard at Depot Park READI 2.0 project (the “Project”) approved by the Indiana Economic Development Corporation pursuant to and consistent with the following (which may be amended from time to time upon the approval of CIRDA and the IEDC): (a) project checklist, (b) budget, (c) owner’s memo, and (d) documents confirming the public and/or private much associated with such Project. The Sub-Grant Funds shall be used exclusively in accordance with the provisions contained in this Agreement and Ind. Code § 5-28-4 *et seq.* and for no other purpose. Moreover, Sub-Grantee acknowledges and agrees that the sub-grant described herein is funded by the IEDC and that the documentation, forms and information required herein, including, but not limited to the Claim Voucher and Claim Vouchers are submitted by CIRDA to IEDC (as defined in herein below) for review. Accordingly, the (a) review of such documentation, and (b) any time period for review included herein is in addition to and not in lieu of (i) IEDC’s review of such documents and information, and (ii) the time periods for review set forth in the IEDC Agreement (as defined in herein below). CIRDA shall not be liable for IEDC rejecting any document or information required by this Agreement and submitted to the IEDC pursuant to the IEDC Agreement, and it shall not be deemed a violation of this Agreement if CIRDA fails to meet a specific time period set forth in this Agreement, if such failure resulted from the IEDC’s time for review or approval. Additionally, to the extent that Sub-Grant Funds are withheld by IEDC, CIRDA shall not be liable for disbursing Sub-Grant Funds to Sub-Grantee.

- A. “CIRDA” shall have the meaning set forth in the Preamble.
- B. “Claim Voucher” shall have the meaning set forth in Section 6.
- C. “Effective Date” shall have the meaning set forth in the Preamble.
- D. “Eligible Costs” shall mean hard costs and soft costs, as those terms are typically used in the construction industry, related to the Project; provided however, financing fees and bank expenses shall not be deemed Eligible Costs.
- E. “Expiration Date” shall have the meaning set forth in Section 4.

- F. “IEDC” shall mean the Indiana Economic Development Corporation.
- G. “IEDC Agreement” shall mean that certain Grant Agreement by and between the IEDC and CIRDA dated August 22, 2024, as amended.
- H. “Ineligible Costs” shall include, without limitation and regardless of the reason for travel related expenses, bonuses, the payment of fines or penalties, gifts, and expenses incurred in procuring equipment not owned by Sub-Grantee.
- I. “Material Change” shall have the meaning set forth in Section 5.
- J. “Project” shall have the meaning set forth in Section 1.
- K. “Protected Characteristics” shall have the meaning set forth in Section 16.
- L. “Sub-Grantee” shall have the meaning set forth in the Preamble.
- M. “Sub-Grant Funds” shall mean \$2,500,000.00 or any portion thereof.
- N. “Sub-Grant Obligation Date” shall have the meaning set forth in Section 4.

2. Representations and Warranties of Sub-Grantee.

- A. Sub-Grantee expressly represents and warrants to CIRDA that it is an entity eligible to receive Sub-Grant Funds under Ind. Code § 5-28-43 *et. seq.* and that the information provided for its Project is true, complete, and accurate. Sub-Grantee expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined that it was ineligible to receive the funds, made any material misrepresentation concerning its Project, or used funds for any purpose or in any manner contrary to or inconsistent with this Agreement.
- B. Sub-Grantee shall immediately upon request repay all Sub-Grant Funds paid to Sub-Grantee pursuant to this Agreement should it be determined that it was ineligible to receive the funds, made any misrepresentation on its Claim Voucher or used Sub-Grant Funds for any purpose or in any manner contrary to or inconsistent with this Agreement or the Claim Voucher.

- 3. Sub-Grant Funding.** Sub-Grantee agrees that local and/or private dollars will be expended by Sub-Grantee for the Project, which amount may only include READI funds previously made available to Sub-Grantee if approved in writing by the IEDC. Public funding sources may, as appropriate, include private non-profit economic development organizations and foundations, unless the funding was originally contributed to the aforementioned

organization or foundation from private sources, as well as local, state, and federal grants and loans. Sub-Grantee must provide evidence of compliance with this paragraph 3.

4. Term.

- A. This Agreement is effective as of the Effective Date and shall remain in effect through December 31, 2028 (“**Expiration Date**”). The term of this Agreement may be extended upon the written mutual agreement of the parties.
- B. Sub-Grant Funds must be obligated by June 1, 2026 (“**Sub-Grant Obligation Date**”) and may continue to be liquidated through the expiration date. If Sub-Grantee is not able to obligate funds by the Sub-Grant Obligation Date, CIRDA may reallocate Sub-Grant Funds.
- C. Project Claim Vouchers, as further defined in paragraph 5 below, must be submitted to CIRDA for approval by November 1, 2028 unless an extension of time has been granted in writing.
- D. Any provisions which, by their nature, are intended to apply after the termination of this Agreement shall survive the termination of the Agreement until their purposes are fulfilled.

5. Implementation and Reporting.

- A. Sub-Grantee shall be solely responsible for completing the Project. Modification of the Project shall require prior written approval of CIRDA, which approval shall not be unreasonably withheld or delayed.
- B. The Project shall not experience a Material Change (as herein defined) without the prior written consent of CIRDA. A “Material Change” occurs when there is any:
 - i. Increase in the total cost of a Project of five percent (5%) or more and which, as a result of that increase, would require additional Sub-Grant Funds for the Project;
 - ii. Change in the nature of a Project from Sub-Grantee’s submission on the approved Claim Voucher, including a change in how the Sub-Grant Funds will be used for an approved Project.
- C. CIRDA may at any time request from Sub-Grantee, in writing, any additional information or documentation relating to the Project necessary for CIRDA to perform its obligations under the IEDC Agreement. Sub-Grantee shall use its best efforts to promptly obtain these materials and provide them to CIRDA.
- D. Sub-Grantee may enter into any contracts or agreements necessary or incidental to the performance of this Agreement, however, CIRDA shall not be bound by any contracts or agreements of Sub-Grantee’s unless otherwise agreed to by CIRDA in writing.

- E. Sub-Grantee understands and agrees that Sub-Grantee is solely responsible for the selection of vendors, contractors, or similar parties for the completion of the Project. CIRDA has no role in selecting a vendor, contractor, or similar party, notwithstanding whether Sub-Grantee has listed the vendor, contractor, Subrecipient, or similar party on the Claim Voucher.
- F. Sub-Grantee and any contractors or subcontractors shall ensure fair opportunities for veteran, women, disadvantaged, and minority owned or controlled businesses to compete for and obtain contracts related to goods or services procured under this Agreement.
- G. As required by paragraph 9 of this Agreement, Sub-Grantee shall comply, and shall require all contractors, subcontractors, and subrecipients to comply, with all applicable state and local procurement rules.

6. Payment of Claims.

- A. Payments shall be made only upon submission of a Claim Voucher like the voucher attached as **Exhibit A (“Claim Voucher”)**. CIRDA shall review and approve all Claim Vouchers submitted by Sub-Grantee for Eligible Costs. CIRDA shall use best efforts to review and approve or deny a Claim Voucher within twenty-five (25) business days of submission. Disbursements of Sub-Grant Funds shall be made by CIRDA within twenty-five (25) business days of receipt of such funds by CIRDA from IEDC. All payments will be by the direct deposit by electronic funds transfer to the financial institution designated by Sub-Grantee in writing.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher. Such Claim Vouchers must be submitted with an accounting of expenditures for the Project.
- C. CIRDA may require evidence, furnished by Sub-Grantee, that the Project is materially compliant with the timeline provided in the Claim Voucher. All payments are subject to CIRDA’s determination that Sub-Grantee’s performance to date conforms with the Project as approved, notwithstanding any other provision of this Agreement.
- D. All final claims and reports must be submitted to CIRDA within thirty (30) calendar days after termination or the Expiration Date. Sub-Grant Funds that have been advanced and are unexpended at the time that the final claim is submitted, shall be returned to the State.
- E. Claim Vouchers must be submitted with accompanying supportive documentation. Claim Vouchers submitted without supportive documentation will be returned to Sub-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 CIRDA.

CIRDA may conduct on-site or off-site monitoring reviews of a Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. Sub-Grantee shall extend to CIRDA and its authorized designees its full cooperation and give full access to its Project sites and to relevant documentation; or, if applicable, Moreover, Sub-Grantee shall provide full cooperation and access to its Project sites and relevant documentation to IEDC, or its authorized designees, for the purpose of determining, among other things:

- A. Whether Project activities are consistent with those set forth in the Claim Voucher, including any modification agreed to by CIRDA, and the terms and conditions of the Agreement;
- B. The actual expenditure of State, local and/or private funds expended to date on the Project is in conformity with the amounts for each Project Budget and the Claim Voucher, and that unpaid costs have been properly accrued and;
- C. That Sub-Grantee is making timely progress with the Project, and that its project management, financial management, control systems, procurement systems, methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to CIRDA.

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

- A. CIRDA may request a final financial and compliance audit of Sub-Grantee and any fiscal agent of Sub-Grantee. The before mentioned parties shall submit to an audit by the State, or its authorized designee, of funds paid through this Agreement following the Expiration Date and shall make all books, accounting records and other documents related to this Agreement available at all reasonable times during the Term and for a period of five (5) years after final payment for inspection by the State, CIRDA, or its authorized designee. One (1) copy of any audit conducted under this paragraph 8(A) shall be furnished to IEDC at no cost.
- B. Sub-Grantee shall be subject to an independent annual financial and compliance audit, the cost of which shall be the responsibility of Sub-Grantee. Audit results shall be submitted to CIRDA and the IEDC.

9. Compliance with Laws.

- A. Sub-Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, any policies or procedure implemented by IEDC for administration of the program, required thereby to be included herein are hereby incorporated by reference.

- B. Sub-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 Ind. Code § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If Sub-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 Ind. Code § 4-2-6-1, has a financial interest in the sub-grant, Sub-Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5 prior to the execution of this Agreement.** If Sub-Grantee is not familiar with these ethical requirements, Sub-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 Sub-Grantee or its agents violate any applicable ethical standards, CIRDA may, in its sole discretion, terminate this sub-grant immediately upon notice to Sub-Grantee. In addition, Sub-Grantee may be subject to penalties under Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. Sub-Grantee certifies by entering into this Agreement that, to the best of its knowledge, it is not presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. Sub-Grantee agrees that any payments currently due to the State may be withheld from payments due to Sub-Grantee. Additionally, payments may be withheld, delayed, or denied and/or this sub-grant suspended until Sub-Grantee is current in its payments and has submitted proof of such payment to CIRDA.
- D. Sub-Grantee warrants that, to the best of its knowledge, it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify CIRDA of any such actions. During the term of such actions, Sub-Grantee agrees that CIRDA may suspend funding for the Project.
- E. Sub-Grantee warrants that, to the best of its knowledge, Sub-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 Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. Sub-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 CIRDA is asked by the State Budget Agency to repay any Sub-Grant Funds that CIRDA has disbursed to Sub-Grantee, Sub-Grantee shall, within thirty (30) days, reimburse those funds to CIRDA.
- H. As required by Ind. Code § 5-22-3-7, as amended from time to time:

(1) Sub-Grantee certifies (and Sub-Grantee shall require any Subrecipient to certify) that:

(A) Sub-Grantee (or Subrecipient), except for de minimis and nonsystematic violations, has not violated the terms of:

(i) Ind. Code § 24-4.7 [Telephone Solicitation of Consumers];

(ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or

(iii) Ind. Code § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law, all as amended from time to time; and

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

(2) Sub-Grantee certifies that an affiliate of Sub-Grantee and any agent acting on behalf of Sub-Grantee or on behalf of an affiliate of Sub-Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law, all as amended from time to time; and

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

I. Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Agreement on Sub-Grantee shall rest fully and solely with said Sub-Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer commissioner, member, officer, agent, or representative serving said Sub-Grantee entity, except for any intentional malicious actions by such individual.

10. Debarment and Suspension.

- A. Sub-Grantee certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State.
- B. Sub-Grantee certifies that it has verified the suspension and debarment status for all subcontractors, vendors, or other lower tier subrecipients receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Sub-Grantee shall immediately notify CIRDA if any subcontractor becomes debarred or suspended, and shall, at the CIRDA's request, take all steps required by CIRDA to terminate its contractual relationship with any such subcontractor for work to be performed under this Agreement.

11. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, as amended from time-to-time Sub-Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Sub-Grantee will give written notice to CIRDA within ten (10) days after receiving actual notice that an employee of Sub-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 Sub-Grant Fund payments, termination of this Agreement and/or debarment of grant opportunities with IEDC for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, Sub-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 Sub-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) Sub-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 Sub-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 CIRDA 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 Ind. Code § 22-5-1.7, as amended from time to time, if Sub-Grantee has employees, Sub-Grantee hereby swears or affirms under the penalties of perjury that:

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

CIRDA may terminate for default if Sub-Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation.

This Agreement is subject to Financial Management Circular 2007-1 and IC § 5-22-17-5, as amended from time to time. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this IEDC Agreement, this Agreement shall be terminated without liability to CIRDA. A determination by the State Budget Agency that funds are

not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Disputes and Governing Law.

- A. In the event of a dispute between CIRDA and Sub-Grantee, other than that addressed by paragraph 9(D) above, the parties agree to cooperatively negotiate a resolution. For any disputes that remain in controversy after thirty (30) days, either party may, at its own expense, initiate legal action. Both parties agree that disputes shall not be arbitrated.
- B. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Marion County.

15. Insurance.

Sub-Grantee shall maintain insurance with coverages in such amount as may be required by CIRDA or as provided in its Grant Application.

16. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically Ind. Code § 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, Sub-Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this sub-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, Sub-Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

17. Notice to Parties.

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

- A. CIRDA
Attn: Jennifer C. Messer
1 Municipal Drive
Fishers, Indiana 46038
jmesser@centralindianarda.org

With a copy via email to:
jenna@bentleystrategiesllc.com

B. Notices to Sub-Grantee shall be sent to:

E-mail: _____

With a copy to:

E-mail: _____

18. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable law; (2) this Agreement; (3) Exhibits; (4) the Grant Management Tool; and (5) the Plan. The foregoing items are incorporated fully herein by reference.

19. Public Record.

Sub-Grantee acknowledges that CIRDA will not treat this Agreement as containing confidential information, and IEDC will post this Agreement on the transparency portal as required by Executive Order 05-07 and Ind. Code § 5-14-3.5-2, as amended from time to time. Use by the public of the information contained in this sub-grant shall not be considered an act of the State.

20. Termination for Breach.

A. Failure of Sub-Grantee to complete the Project(s) and expend Sub-Grant Funds in accordance with this Agreement may be considered a material breach, shall entitle (1) CIRDA to suspend Sub-Grant Fund payments associated with said Project, and (2) IEDC to suspend Sub-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 Sub-Grant Funds other than in conformance with this Agreement may be deemed a breach. Sub-Grantee explicitly covenants that it shall within twenty (20) days repay to CIRDA all funds not spent in conformance with this Agreement. If CIRDA is subject to any fine, penalty or fee as a result of Sub-Grantee's improper

expenditure of Sub-Grant Funds, Sub-Grantee shall fully reimburse CIRDA for any incurred expense.

21. Termination for Convenience.

IEDC reserves the right, unless prohibited by a statute or regulation, to terminate the IEDC Agreement. If such termination of the IEDC occurs, this Agreement may be terminated, in whole or in part, by CIRDA. Termination shall be affected by delivery to Sub-Grantee of a termination notice, specifying the extent to which such termination becomes effective. Sub-Grantee shall be compensated for completion of the Projects properly done prior to the effective date of termination. CIRDA will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to Sub-Grantee exceed the original Sub-Grant.

22. Travel.

No expenses for travel will be reimbursed.

23. Assignment.

Sub-Grantee shall not assign this Agreement without advanced written approval from CIRDA. Unauthorized assignment is a material breach of this Agreement.

24. Non-Waiver and Severability.

Failure of either party to insist upon strict performance of any term or condition herein or to exercise any rights or remedies shall not be construed as a waiver of that party's right to assert any of the same or rely on any such term or condition at any time thereafter. Invalidation of any term in whole or in part shall not affect the validity of the other parts.

25. Non-Collusion, Acceptance.

The undersigned attests, subject to the penalties for perjury, that the undersigned is Sub-Grantee, or that the undersigned is the properly authorized representative, agent, member, or officer of Sub-Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of Sub-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 Ind. Code § 4-2-6-1, has a financial interest in the Sub-Grant, Sub-Grantee attests to compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5, all as amended from time to time.**

26. Indemnification.

Unless due to the negligence of CIRDA, Sub-Grantee shall indemnify, defend, and hold harmless CIRDA, IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, and from all judgments recovered therefrom and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of Sub-Grantee and/or its subcontractor(s), agents, officers, or employees in connection with performance of this Agreement. CIRDA shall not provide such indemnification to Sub-Grantee.

27. Public Relations and Marketing.

All external facing communications related to this sub-grant and the Plan, including but not limited to marketing, public relations and social media materials and content, shall receive CIRDA and IEDC written approval prior to publication. Communications should include appropriate reference to IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Sub-Grant, including the use of IEDC's logo and IEDC social media tags and reference to IEDC social media accounts.

28. Use of IEDC Name.

CIRDA does not have the authority and has not granted any rights to use IEDC's name, trademark, intellectual property, or logos. Sub-Grantee agrees that it will not use the name or intellectual property, including, but not limited to, IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of CIRDA and IEDC. In all cases in which IEDC's participation will be referenced, CIRDA and IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests will ultimately be made by CIRDA to IEDC and IEDC retains the right of approval in its sole discretion.

29. Obligations Limited to Sub-Grantee. Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Agreement on Sub-Grantee shall rest fully and solely with said Sub-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 Sub-Grantee entity, except for any intentional malicious actions by such individual.

30. Exhibits. The following Exhibit is attached hereto and incorporated herein as if fully set forth:

Exhibit A: Claim Voucher.

Signatures on Following Page -- Remainder of Page Intentionally Left Blank

In Witness Whereof, Sub-Grantee and CIRDA have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

CIRDA

CENTRAL INDIANA REGIONAL DEVELOPMENT AUTHORITY



Signature

Jennifer C. Messer, Executive Director & Legal Counsel

Date: 5/20/2026

SUB-GRANTEE

CITY OF GREENFIELD, INDIANA

Signature

Name: _____

Date: _____

Exhibit A

Claim Voucher

[separately provided]