

COMPLIANCE OBLIGATIONS

The Northeast Indiana Regional Development Authority (the “RDA”) has been awarded a grant as a lower tier subrecipient under the Coronavirus State Fiscal Recovery Funds to the State of Indiana through the Indiana Economic Development Corporation (“IEDC”) for the purposes of administering the grant funds to implement eligible programs and sub-grants. Given the originating source of these grant funds, all Subrecipients will be required to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions, including, but not limited to, federal laws and guidance of the American Rescue Plan Act, U.S. Treasury guidance and policies, the Office of Management and Budget and the Small Business administration (“SBA”) policies and procedures for reporting, SBA guidance on administration and tracking of federal COVID funds, and any policies or procedure implemented by IEDC for administration of the program. For avoidance of any doubt, Subrecipients must comply with all of the following:

- Subrecipient must use the grant funds in accordance with the eligible uses outlined in the Department of the Treasury’s Final Rule dated January 6, 2022.
- The Subrecipient shall remain in compliance with the federal statutes and regulations at 2 C.F.R. Part 200 *et seq.*, the uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards.
- Administrative uses shall include but are not limited to project support costs, grant management, grant compliance, office personnel, legal fees subject to the limitations of 2 C.F.R. §§ 200.435 and 200.441, accounting fees, audit fees and all other administrative costs not specifically prohibited by the grant agreement.
- If applicable to a Subrecipient, the RDA shall require the Subrecipient to provide its indirect cost rate, as defined in 2 C.F.R. § 200.414, as amended from time to time, for sub-grants. Such information may be posted to the grant management tool at the direction of the IEDC.
- Subrecipient shall comply with all applicable administrative actions and work required by 2 C.F.R. § 200.344, as amended from time to time, including without limitation any actions required to closeout the grant.
- The Subrecipient represents, as is applicable, that it is currently in compliance with and shall remain in compliance with 2 C.F.R. Part 25, requiring registration in the federal System for Award Management (SAM.gov) as amended from time to time, and 2 C.F.R. Part 170, requiring reporting of subaward and executive compensation information, as amended from time to time.
- Due to the federal nature of these grant funds, Subrecipient shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 C.F.R. Part 60 and Section 202 of Executive Order 11246 as amended by Executive Order 13672;
- Subrecipient acknowledges and agrees that any information technology related products or services purchased, used, or maintained through the grant must be compatible with the principles and goals contained in the “Electronic and Information Technology Accessibility Standards” (29 U.S.C. § 794d).
- As issued by the Governor of Indiana in Executive Order 90-5, Subrecipient covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace.
- The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with an official of the state of Indiana as set forth in IC § 4-2-6 and IC § 4-2-7. If Subrecipient violates these ethical standards, the RDA shall have the right, in its sole discretion, to terminate the grant agreement and Subrecipient may be subject to further penalties.

- Subrecipient shall file all financial and compliance reports which may be required to determine its applicable audit requirements, including those forms required by IC § 5-11-1-4 and IC § 5-11-1-9, where applicable.
- If applicable, the Subrecipient acknowledges that the grant agreement will not be treated as containing confidential information and said agreement will be publically available through the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2.
- In accordance with IC § 5-22-3-7, Subrecipient certifies that, except for de minimis and nonsystematic violations, the Subrecipient has not violated the terms of the “Telephone Solicitation of Consumer” (IC § 24-4-7), “Telephone Solicitations” (IC § 24-5-12), “Regulation of Automatic Dialing Machines” (IC § 24-5-14) in the previous three hundred sixty-five (365) days, even if preempted by federal law.
- Subrecipient swears or affirms under penalties of perjury that it is in compliance with IC § 22-5-1.7 regarding employment eligibility verification.
- Subrecipient covenants and agrees that it shall not discriminate against any employee or applicant for employment relating to the grant pursuant to Indiana civil rights law, specifically IC § 22-9-1-10.

INDEMNIFICATION

The Subrecipient shall indemnify, defend, and hold harmless the RDA and its respective agents, officers, employees and representatives against any and all losses, claims, damages, liabilities, or expenses (including court costs and reasonable attorneys’ fees), judgments, fines, penalties, interest, settlements or other amounts arising out of, directly or indirectly relating to, or in connection with any and all threatened, pending or completed claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which the Subrecipient, its respective agents, officers, employees, representatives, or subcontractor(s), by reason of acting (or failing to act) in compliance with any applicable federal, state, and local laws, rules, regulations and ordinances, or other provisions. Subrecipient shall not be responsible for a claim which was caused by the sole negligence or sole willful misconduct of the RDA where such is contrary to law.