

**MINUTES OF THE MEETING  
OF THE COMMON COUNCIL  
VALPARAISO, INDIANA  
June 13, 2022**

The Common Council of the City of Valparaiso, Indiana, met on Monday June 23, 2022 at 6:00 p.m. in City Hall. Mayor Murphy called the meeting to order. The Pledge of Allegiance was said. Present were Councilmembers Reed, Cotton, Schmidt, Pupillo, Anderson, Peterson, and Costas.

**MINUTES**

Councilmember Cotton moved to adopt minutes of the May 23, 2022 meeting. Councilmember Reed seconded the motion. Upon voice vote the motion passed with a 7-0 vote.

**RESOLUTION NO. 7, 2022**

**A RESOLUTION APPROVING THE TRANSFER OF FUNDS IN THE CUMULATIVE CAPITAL DEVELOPMENT (CCD) FUND**

Councilmember Schmidt moved that Resolution No. 7, 2022 be read and considered for passage. Councilmember Reed seconded the motion. Clerk-Treasurer Taylor read Resolution No. 7, 2022.

Clerk-Treasurer Taylor addressed the Council. This Resolution transfers money within the CCD Fund from BOW Equipment to Professional Services. This is to pay an invoice from Baker Tilly and have a reserve for future needs.

Councilmember Cotton asked what the actual services were Holly had replied it was less than the \$10,000. There was an item in the ARPA expenditures for personal services that was changed from \$15,000 to \$25,000. That was done without Council approval. He is shy about going with appropriations that are more than the expense and if there is a reason to do that he would like to hear it. Clerk-Treasurer Taylor explained the invoice is for \$5,200. She opted go higher in case they forgot part of the invoice or if they need to do anything else in professional services with the CCD Fund. If the money does not get spent, it stays in the cash balance.

Councilmember Schmidt moved to adopt Resolution No. 7, 2022. Councilmember Reed seconded the motion. Upon roll call vote the motion passed with a 7-0 vote.

**RESOLUTION NO. 8, 2022**

**A RESOLUTION OF THE CITY OF VALPARAISO, INDIANA COMMON COUNCIL  
AMENDING RESOLUTUION 9-2020, WHICH GRANTED SENSIT TECHNOLOGIES, LLC AN  
ASSESSED VALUATION DEDUCTION (TAX ABATEMENT) FOR TANGIBLE PERSONAL  
PROPERTY UNDER INDIANA CODE 6-1.1-12.1**

Councilmember Schmidt moved that Resolution No. 8, 2022 be read and considered for passage. Councilmember Reed seconded the motion. Clerk-Treasurer Taylor read Resolution No. 8, 2022.

George Douglas addressed the Council. In 2020 Sensit Technologies was granted a four year tax abatement. Covid hit and their equipment was delayed in being installed. Their equipment was not delivered until January of 2021. They are asking for a one year extension on their abatement so they get a full four years. The cost of the equipment exceeded the \$780,000 and was over \$800,000. They were to add five employees and are close to having doubled that number. They are in compliance with what they anticipated doing.

Councilmember Cotton asked about the consequences if they do not get the extension. George Douglas explained they had received 100% abatement for years 1 and 2. Years 3 and 4 were at 90%. If this extension is not granted, they would lose year 1 at 100% abatement and would only receive three years of abatement.

Councilmember Schmidt moved to adopt Resolution No. 8, 2022. Councilmember Reed seconded the motion. Upon roll call vote the motion passed with a 6-1 vote. Councilmember Cotton voted No.

### **ORDINANCE NO. 14, 2022**

#### **AN ORDINANCE APPROPRIATING FUNDS IN THE MUNICIPAL EXCISE SURTAX FUND AND PROVIDING FOR PUBLICATION OF NOTICE**

Councilmember Schmidt moved that Ordinance No. 14, 2022 be read a second time by title and a third time in full and be considered for adoption and the opportunity be given for the offering of amendments.

Councilmember Reed seconded the motion. Clerk-Treasurer Taylor read Ordinance No. 14, 2022.

Clerk-Treasurer Taylor addressed the Council. This money and the money appropriated in Ordinance No. 15, 2022 will be used as the matching funds for the Community Crossing Grant. Revenue goes in both funds daily.

Mayor Murphy announced that Ordinance No. 14, 2022 requires a Public Hearing and presented Proof of Publication that at tonight's meeting the Council will consider the appropriation of \$570,000.00 in the Municipal Excise Surtax Fund. Seeing no one wishing to address the Council, he declared the Public Hearing closed.

Councilmember Schmidt moved to adopt Ordinance No. 14, 2022. Councilmember Reed seconded the motion. Upon roll call vote the motion passed with a 7-0 vote.

### **ORDINANCE NO. 15, 2022**

#### **AN ORDINANCE APROPRIATING FUNDS IN THE MUNICIPAL WHEEL TAX FUND AND PROVIDING FOR PUBLICATION OF NOTICE**

Councilmember Schmidt moved that Ordinance No. 15, 2022 be read a second time by title and a third time in full and be considered for adoption and the opportunity be given for the offering of amendments.

Councilmember Reed seconded the motion. Clerk-Treasurer Taylor read Ordinance No. 15, 2022.

Clerk-Treasurer Taylor addressed the Council. This money and the money appropriated in Ordinance No. 14, 2022 will be used as the matching funds for the Community Crossing Grant. This appropriation is \$245,000.

Mayor Murphy announced that Ordinance No. 15, 2022 requires a Public Hearing and presented Proof of Publication that at tonight's meeting the Council will consider the appropriation of \$245,000.00 in the Municipal Wheel Tax Fund. Seeing no one wishing to address the Council, he declared the Public Hearing closed.

Councilmember Schmidt moved to adopt Ordinance No. 15, 2022. Councilmember Reed seconded the motion. Upon roll call vote the motion passed with a 7-0 vote.

### **2022 Paving and Sidewalk Presentation**

Mike Jabo addressed the Council. If the repairs are let go it will cost 2-3 times more. In the roundabouts they are going to grove the lane markings into the pavement, so the plows do not destroy them in the winter. This year they are doing 9 miles of crack sealing. This will prolong the life of the road. There will be 6.98 miles of

street rehab. Alley rehab – 0.67 miles. Patching at 54 locations. Crack sealing – 8.99 miles. The total street repair budget is \$3.76 Million Dollars. The total sidewalks and pathways budget is \$1.92 Million. This is a total of \$5.68 Million.

Mayor Murphy asked when they anticipate starting the paving projects. Mike Jabo replied they anticipate starting the paving right after the 4<sup>th</sup> of July.

Councilmember Reed asked about the alleys. Some alleys were paved so long ago they are now gravel. Some alleys have never been paved. Councilmember Reed hopes that some of the alleys that have never been paved will be looked at in the future.

Councilmember Schmidt asked about the contractors that will be used. He asked if they are locked in on their prices. Mike Jabo replied they took bids and then took the lowest bidder and the price is locked in.

Councilmember Cotton asked Mike Jabo how he perceives things relative to going forward. Mike Jabo replied he will present a 5 year plan later in the summer.

### **Council Liaison Reports**

Councilmember Pupillo announced at the May 31<sup>st</sup> meeting the Council conducted their second round of interviews and at the end of that meeting they unanimously appointed Jon Costas as the new school board member.

Councilmember Cotton advised the Council as Code Enforcement liaison he has been advised IDEM would like to give a presentation to the City Council regarding an exploratory digging for potential contamination in and around the Fair, McKinley, and Calumet corridor. There is an old gas station that had tanks removed. There was a lot of contamination. IDEM wants to stick exploratory wells around the area for a couple of years. The constituents feel since there is no surface contamination this is something that has adverse effects. They had acquired a permit which indicated they would start digging in the next week. The City has delayed issuing the permit in lieu of what he thinks will be desirable and reasonable to have some public hearings or engagement with IDEM and the residents. Would the Council entertain a series of public hearings on this issue? Mayor Murphy replied he would need more information from City staff. This is not a City issue. It is an IDEM issue, and he does not want to get into issues he should not be going into. Attorney Lyp added he does not know the particulars of this situation. He does know where the gas station is and work that was done there. He was not aware of IDEM seeking permission to put more testing wells in there. Testing wells are normally looked upon as a positive thing because they can tell you definitively if the clean up was successful.

### **Public Comment**

Deb McLeod – 454 Marion Drive – Where are discussions held and how can the public contribute to that discussion? How do citizens get involved with decisions? When was the last time citizens placed an item on the Agenda? How can citizens get things placed on the Agenda?

Kathleen Watts- 2518 Eisenhower. The Mayor and Councilmembers, except for Councilmember Cotton, do not answer citizen requests. It is not right that they cannot put things on the Agenda. She feels they do not want anything on record and dismiss the voter. If they feel the voters cannot be trusted with the truth, democracy is at risk. There should be respect for the people and they should be taken seriously. If people are informed, they can respond. She has turned in a FOIA request for all documents regarding the \$5.5 Million ARPA park project. The Council and Mayor said it has received comments, email, phone calls, etc. from, citizens. She got her FOIA request but she saw nothing that supported their statements. What she did see is concerns from the people of Valpo requesting that both sides of the table come together and decide how the money should be spent. If they are confident in their decisions, then they should tell the truth.

Cedric Northern – 2810 Double Eagle Lane Unit L – now homeless. He had a leak in his apartment from the upstairs apartment. He contacted the superintendent of the Masters. He contacted the Valpo Fire Department. He was ignored by the Fire Department. On April 11<sup>th</sup> there was a Section 8 inspection. Old toilet water came out of his ceiling. This spilled on him and he has had health issues ever since. He has been forced out of his home because of negligence. He played a recording of him and a city employee regarding this issue. Tenants are afraid to speak up due to retaliation by the apartment complex manager. He was told to stay in a homeless shelter. He is now sleeping in his car. He has been getting the runaround. He wants to know what is going to be done. He is not going to stay in a shelter.

Attorney Lyp advised this matter has progressed to where all correspondence and communication should go through him. The City has given him options. They have done as much as they can to help. The lawsuit is between him and the apartment complex. It is fair to say that Mike Jessen and Attorney Lyp have spent an inordinate amount of time on this. He advised the City will still help but Cedric must make some decisions.

Joanne Mosby – 1404 Beech Street. She works for disabled. The last time the Mayor's Council on Disabled met was in 2019. When will they meet and will there be improvements on the Agenda?

Ellen Kapitan – 108 Washington. She is working to save 58 Jefferson which is the old Sewing Shop. This is a building that is 122 years old. She does not want the ground to become a parking lot. She would like to speak to the Historic Preservation Committee.

Mayor Murphy addressed the audience. Anyone can come to the Mayor with the support of 2 or 3 councilmembers to get something on the agenda. The Council on Disabilities was a group formed by Mayor Costas. He has decided not to continue this group. The Historic Preservation Committee is also a Committee formed by Mayor Costas. They meet on an as needed basis.

The meeting adjourned at 6:54 p.m.

/s/ Holly Taylor, Clerk-Treasurer

## ORDINANCE #16, 2022

**AN ORDINANCE APPROPRIATING FUNDS IN THE ST PAUL PROJECT EID FUND AND PROVIDING FOR PUBLICATION OF NOTICE**

SECTION 1: BE IT ORDAINED, and the Common Council of the City of Valparaiso, Indiana, does hereby make the determination a need exists and that the following amount of money be and the same is hereby appropriated from the St Paul Project EID Fund for the purpose and use here in after set forth, all for use during the current year of 2022, to-wit:

## ST PAUL PROJECT EID FUND

Other Services & Charges	\$152,000.00
<b>Total</b>	<b>\$152,000.00</b>

SECTION 2: Appropriations over and above those made during the budget process are allowed under Indiana Code 6-1.1-18-5 and as otherwise provided under Indiana law.

SECTION 3: The City Clerk-Treasurer is requested to provide notice, as outlined under Indiana Code 5-3-1, as to the meeting date and the opportunity of the public to participate in a Public Hearing. Such notice shall be published one time at least ten (10) days prior to the meeting in a Qualified Publication – as such term is defined under Indiana Code 5-3-1-0.7.

SECTION 4: The Public Hearing provided for in Section 3 shall be set for the July 25, 2022 meeting of the Common Council of the City of Valparaiso, at City Hall located at 166 West Lincolnway.

SECTION 5: After the Public Hearing is held in accordance with such notice as herein provided, the Council may approve the proposed appropriation.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage in the manner provided by law.

PASSED by the Common Council of the City of Valparaiso, Indiana, by a \_\_\_\_\_ vote of all members present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Matthew R. Murphy, Mayor

ATTEST:

This Ordinance approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the hour of \_\_\_\_\_ o'clock P. M.

\_\_\_\_\_  
Matthew R. Murphy, Mayor

\_\_\_\_\_  
Holly Taylor, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the hour of \_\_\_\_\_ o'clock P.M.

\_\_\_\_\_  
Holly Taylor, Clerk-Treasurer

ORDINANCE #17, 2022

**AN ORDINANCE APPROPRIATING FUNDS IN THE AMERICAN RESCUE PLAN (ARP) FUND AND PROVIDING FOR PUBLICATION OF NOTICE**

SECTION 1: BE IT ORDAINED, and the Common Council of the City of Valparaiso, Indiana, does hereby make the determination a need exists and that the following amount of money be and the same is hereby appropriated from the American Rescue Plan (ARP) Fund for the purpose and use here in after set forth, all for use during the current year of 2022, to-wit:

AMERICAN RESCUE PLAN (ARP) FUND

ARP Grant	\$6,903,011.66
<b>Total</b>	<b>\$6,903,011.66</b>

SECTION 2: Appropriations over and above those made during the budget process are allowed under Indiana Code 6-1.1-18-5 and as otherwise provided under Indiana law.

SECTION 3: The City Clerk-Treasurer is requested to provide notice, as outlined under Indiana Code 5-3-1, as to the meeting date and the opportunity of the public to participate in a Public Hearing. Such notice shall be published one time at least ten (10) days prior to the meeting in a Qualified Publication – as such term is defined under Indiana Code 5-3-1-0.7.

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SECTION 5: After the Public Hearing is held in accordance with such notice as herein provided, the Council may approve the proposed appropriation.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage in the manner provided by law.

PASSED by the Common Council of the City of Valparaiso, Indiana, by a \_\_\_\_\_ vote of all members present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Matthew R. Murphy, Mayor

ATTEST:

This Ordinance approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the hour of \_\_\_\_\_ o'clock P. M.

\_\_\_\_\_  
Matthew R. Murphy, Mayor

\_\_\_\_\_  
Holly Taylor, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the hour of \_\_\_\_\_ o'clock P.M.

\_\_\_\_\_  
Holly Taylor, Clerk-Treasurer



# 3a. ARPA Agreements

**From:** [Patrick Lyp](#)  
**To:** [Casey Schmidt](#); [Diana Reed](#); [Evan Costas](#); [Harry Peterson](#); [Jack Pupillo](#); [Peter Anderson](#); [Robert Cotton](#)  
**Cc:** [Matt Murphy](#); [Mike Jessen](#); [Holly Taylor](#); [Marci Palmer](#); [Samantha Camp](#)  
**Subject:** ARPA Grant Agreement  
**Date:** Tuesday, July 5, 2022 10:15:47 AM  
**Attachments:** [image001.png](#)  
[ARPA Agreement MAAC Foundation.docx](#)  
[ARPA Agreement Opportunity Enterprises.docx](#)  
[ARPA Agreement Respite house.docx](#)  
[ARPA Agreement The Caring Place.docx](#)  
[ARPA Agreement Boys and Girls Club.docx](#)  
[ARPA Agreement Dressed For School.docx](#)  
[ARPA Agreement Hilltop.docx](#)  
[Exhibit A Request for Reimbursement.docx](#)

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Mayor and City Council members:

Attached are seven Grant Agreements reflecting the seven local nonprofit organizations referenced in the approved ARPA Plan. These will be on the July 11 City Council Agenda for approval.

These have been shared with each organization and found to be acceptable. Working with our consultant (KSM), funds will be disbursed after approval.

As to Respite House, there is still work to be done before their project is ready to commence, but these funds will help offset preliminary engineering costs with Abonmarche.

If you have any questions, please let me know.

Patrick Lyp  
plyp@valpo.us  
City Attorney  
166 W. Lincolnway  
Valparaiso, IN 46383  
(219) 548-4814 (w)  
(219) 476-6110 (c)

**City of Valparaiso  
Local Fiscal Recovery Fund**

**Grant Agreement**

**WHEREAS**, The City of Valparaiso (“City”) was awarded certain funds pursuant to the American Rescue Plan Act of 2021 (“ARPA”) from the United States Department of Treasury (“Treasury”) as a part of the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF”).

**WHEREAS**, the City, in line with guidance provided by Treasury on January 6, 2022, regarding the allowable usage of the SLFRF funds provided to the City (“Final Rule”), the City has decided to respond to negative economic impacts of the COVID-19 public health emergency on certain non-profit entities operating within the City.

**WHEREAS, MAAC Foundation Inc.** (“Recipient”) is a Non-profit entity, in good standing, recognized under Internal Revenue Code Sections 501(c)(3) or 501(c)(19) and is currently operating in Valparaiso, which has provided sufficient information to the Valparaiso City Council (“Governing Body”) demonstrating that Recipient has experienced **both decreased revenues and increased costs as a result of reduced charitable contributions and uncompensated increases in demand for services.**

**WHEREAS**, The City wishes to respond to this situation by providing to Recipient a portion of the City’s SLFRF funds in the form of a grant to Recipient.

**WHEREAS**, on **March 23, 2022**, the Governing Body adopted Resolution 6-2022, which identified Recipient and the amount of SLFRF funds allotted to Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Recipient (collectively, the “Parties) hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated into this Agreement by reference and made a part of this Agreement.
2. **City’s Obligations.** In consideration for Recipient’s execution of this Agreement, the City agrees as follows:
  - a. Pursuant to the terms and conditions set forth in this Agreement, the City agrees to disburse a portion of the SLFRF funds, in the amount of **\$50,000** (“Grant”) to Recipient to be used by Recipient for any or all of the following uses (“Permitted Uses”), all of which are in response to the economic harm experienced by Recipient:
    - i. Payroll of Recipient;
    - ii. Mortgage or rent payments of Recipient;
    - iii. Other operating costs of Recipient; or



- Number of times that Valpo Fire and Valpo PD train at the MAAC
  - Number of training contact hours
  - Number of times that Valpo Fire and Valpo PD train at the MAAC
- e. If Recipient uses Grant funds to pay a contractor or subcontractor to perform work for Recipient, Recipient must ensure that such contracts include provisions incorporating the following:
- i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. § 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. Omitted.
  - iii. Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis Bacon Act, 40 U.S.C. § 3141 *et seq.* as necessary.
  - v. Recipient shall ensure that Recipient and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the City as the Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the City. Further, Recipient shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the City during the work.
- f. Recipient agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Recipient and Recipient alone. Further, Recipient shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of City to finance, maintain, repair, replace, or otherwise control the resulting work.
4. **Public Records.** Recipient understands that the City and the Governing Body, as public bodies, are subject to certain public records requests and transparency requirements. As such, Recipient hereby permits the City to publish this Agreement in a public manner. Further, if any information in this Agreement or in any other materials that Recipient provides to the City either voluntarily or pursuant to this Agreement is considered by Recipient to be confidential or contain sensitive information, Recipient shall notify the City pursuant to the notice provisions under this Agreement of the confidential or sensitive information being provided and shall designate such material

or information as “CONFIDENTIAL/SENSITIVE INFORMATION” when providing such material or information to the City or to the Governing Body. The City and Recipient agree to work together in good faith to evaluate any material or information designated as confidential or sensitive before publishing such material or information in a public manner. However, Recipient acknowledges that some material or information it designates as confidential or sensitive may be subject to applicable state or federal law, and to the extent necessary under law, Recipient hereby agrees to cooperate with the City in complying with applicable law when publishing certain records. The City shall have the final authority to decide whether to publish any materials or information publicly if the City believes such publication is necessary to comply with applicable state and federal law.

5. **Assignment.** This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.
  
6. **Non-appropriation.** The sole source of the Grant funds shall be from the City’s received SLFRF funds. The City shall not be obligated to fund the Grant from any other source. If the City does not receive sufficient SLFRF funds to satisfy all or part of the City’s obligations under this Agreement, the City’s obligation to provide Grant funds to Recipient shall be suspended unless and until such SLFRF funds are received by the City. Also, Recipient understands and agrees to the City’s disbursement of the Grant funds to Recipient, as set forth in this Agreement, is contingent on the Fiscal Body of the City’s appropriation and disbursement of those funds. Recipient understands and agrees that the sole and exclusive decision as to whether disburse SLFRF funds to Recipient lies within the discretion of the Governing Body.
  
7. **Remedies.**
  - a. The City, by disbursing Grant funds to Recipient, does not guarantee to Recipient that Recipient’s intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Recipient affirms that its use of the Grant funds qualifies for funding under ARPA. The City reserves the right to demand immediate repayment from Recipient of any Grant funds the City determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA and SLFRF.
  - b. If, following the disbursement of Grant funds to the Recipient, the City determines, in its sole discretion, the Recipient submitted any false, inaccurate, or misleading information in its grant application, the City may demand immediate repayment from Recipient of all Grant funds.

- c. If Recipient's records are needed to justify an expense to Treasury or any other office, official, or department that is responsible for auditing disbursements of ARPA funds, failure by Recipient to promptly provide these records, for any reason, including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Recipient shall be responsible for repayment of any funds Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Recipient agrees to indemnify the City and make the City whole for any penalty assessed against the City based upon Recipient's failure to retain or provide records.
  - d. Any other breach of this Agreement by Recipient, including the use of Grant funds for any purpose other than a Permitted Use, may, at the sole discretion of the City, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Recipient must return all Grant funds to the City within thirty (30) calendar days after the City issues a demand for immediate repayment pursuant to this paragraph.
8. **Indemnity.** The Parties agree that, where the City relied upon the certification of Recipient that such expenses for which Recipient sought SLFRF funds met the minimum requirements of ARPA, and where Treasury, or any other person, official, or department that is charged with the auditing and review of expenditures of SLFRF funds determines that the use of such funds was not permitted under ARPA, Recipient agrees to indemnify, reimburse, and make whole the City for any funds which the City Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the City.

Recipient agrees to hold the City harmless for any evaluation or advice which the City provided to Recipient as to whether Recipient's use of Grant funds is permissible use under ARPA.

In addition to all of the above, Recipient shall indemnify and hold harmless, to the extent permitted by law, the City, its past, present, and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Indemnitees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities, including costs, reasonable fees, and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Recipient of any representations or warranties made within the Agreement or Recipient's grant application (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its use of Grant funds.

9. **Damages.** Recipient agrees to indemnify, reimburse, and make whole the City for any penalties associated with any attempt to recoup the expended Grant funds, including interest and/or any other penalty provided by law.

**10. Notice.** Any notice required or permitted in this Agreement shall be given by either: (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested to the address listed in this Section 10, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the City:* Casey Schmidt, City Council President  
166 Lincolnway  
Valparaiso, IN 46383

With copy to:  
Patrick Lyp, City Attorney  
166 Lincolnway  
Valparaiso, IN 46383

*If to Recipient:* MAAC Foundation Inc.  
4203 Montdale Park Drive  
Valparaiso, IN 46383

Either Party may also specify in writing such other address or counsel as that Party would like to receive notice pursuant to this Section. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**11. Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Indiana. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in or encompassing the City, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**12. Severability.** In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 13. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures and e-signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 14. Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties
- 15. Relationship of the Parties.** Nothing contained in this Agreement, nor any act of the City or Recipient pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and Recipient. Recipient understands and agrees that Grantee is solely responsible for paying all wages, benefits, and any other compensation due and owing to Recipient's officers, employees, and agents for the performance of any services as set forth in the Agreement.
- 16. Waiver.** The City and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 17. Termination.** This Agreement shall be in full force and effect upon signature by both parties and will terminate once Recipient has spent or returned all the Grant funds it has received from the City and filed its final report. However, Recipient's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.
- 18. Authority.** The City and Recipient each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.



**City of Valparaiso**

**MAAC Foundation Inc.**

\_\_\_\_\_  
Casey Schmidt  
City Council President

\_\_\_\_\_  
By:  
Its:

Attest: \_\_\_\_\_  
Holly Taylor  
Clerk Treasurer

Attest: \_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Opportunity Enterprises

## City of Valparaiso Local Fiscal Recovery Fund

### Grant Agreement

**WHEREAS**, The City of Valparaiso (“City”) was awarded certain funds pursuant to the American Rescue Plan Act of 2021 (“ARPA”) from the United States Department of Treasury (“Treasury”) as a part of the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF”).

**WHEREAS**, the City, in line with guidance provided by Treasury on January 6, 2022, regarding the allowable usage of the SLFRF funds provided to the City (“Final Rule”), the City has decided to respond to negative economic impacts of the COVID-19 public health emergency on certain non-profit entities operating within the City.

**WHEREAS, Opportunity Enterprises** (“Recipient”) is a Non-profit entity, in good standing, recognized under Internal Revenue Code Sections 501(c)(3) or 501(c)(19) and is currently operating in Valparaiso, which has provided sufficient information to the Valparaiso City Council (“Governing Body”) demonstrating that Recipient has experienced **both decreased revenues and increased costs as a result of reduced charitable contributions and uncompensated increases in demand for services.**

**WHEREAS**, The City wishes to respond to this situation by providing to Recipient a portion of the City’s SLFRF funds in the form of a grant to Recipient.

**WHEREAS**, on **March 23, 2022**, the Governing Body adopted Resolution 6-2022, which identified Recipient and the amount of SLFRF funds allotted to Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Recipient (collectively, the “Parties) hereby agree as follows:

1. **Recitals**. The recitals set forth above are incorporated into this Agreement by reference and made a part of this Agreement.
2. **City’s Obligations**. In consideration for Recipient’s execution of this Agreement, the City agrees as follows:
  - a. Pursuant to the terms and conditions set forth in this Agreement, the City agrees to disburse a portion of the SLFRF funds, in the amount of **\$50,000** (“Grant”) to Recipient to be used by Recipient for any or all of the following uses (“Permitted Uses”), all of which are in response to the economic harm experienced by Recipient:
    - i. Payroll of Recipient;
    - ii. Mortgage or rent payments of Recipient;
    - iii. Other operating costs of Recipient; or

iv. COVID-19 mitigation in Recipient's operations.

- b. Grant funds shall be disbursed to Recipient on a reimbursement basis up to the full amount of the Grant within 30 days of each reimbursement request, in the form provide by City to Recipient for one or more Permitted Uses by Recipient to City. Attached as **Exhibit A** is the approved form.

3. **Recipient's Obligations.** Recipient understands and agrees it shall seek reimbursement for expenditures outlined in the approved *Request for Reimbursement* ("Permitted Uses"). Recipient further understands and agrees to the following:

- a. If Recipient seeks reimbursement for an expenditure which is not in line with the Permitted Uses ("Improper Use") City shall deny the reimbursement request for the Improper Use and the amount of the Award available to Recipient shall, at a minimum, be reduced commensurate with the amount of the Improper Use.
- b. Recipient agrees to seek reimbursements in an aggregate amount equal to the Grant for Permitted Uses by no later than **December 31, 2024** (the "Spending Period") and Recipient further agrees that Grant funds remaining at the end of the Spending Period shall be forfeited to the City.
- c. Recipient affirms its status as a non-profit in good standing. In the event Recipient ceases to maintain good standing or tax-exempt status for any reason, Recipient shall notify the City immediately and the City, in its sole discretion, may require immediate repayment of all Grant funds disbursed to Recipient to the City.
- d. Recipient agrees to provide the City with sufficient information to facilitate the City's reporting obligations under ARPA and the Final Rule. This will include reporting on the following:
- i. Each reimbursement request by Recipient shall include the following:
    - (a) the amount of funds spent by Recipient on the Permitted Use to be reimbursed, (b) sufficient detail describing how the funds were used by Recipient, and (c) supporting documentation evidencing the expenditure of funds.
  - ii. At any time, the City, may request Recipient provide additional information and records related to Recipient's use of Grant funds. Recipient agrees to comply with such requests within **forty-eighty (48) hours of receipt** of such requests and to otherwise work collaboratively with the City to ensure the City's compliance with ARPA, the Final Rule, and any other applicable laws or regulations related to the SLFRF funds or the Grant to Recipient

As a part of this agreement, Opportunity Enterprises will supply the City of Valparaiso with multiple data sets to show progress of the grant for the organization. The data sets include the follow but are not limited to:

- Data showing the number of hours served

- Data showing the number of clients served per month
  - Data showing the increased number of staff required to serve those clients
- e. If Recipient uses Grant funds to pay a contractor or subcontractor to perform work for Recipient, Recipient must ensure that such contracts include provisions incorporating the following:
- i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. § 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. Omitted.
  - iii. Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis Bacon Act, 40 U.S.C. § 3141 *et seq.* as necessary.
  - v. Recipient shall ensure that Recipient and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the City as the Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the City. Further, Recipient shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the City during the work.
- f. Recipient agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Recipient and Recipient alone. Further, Recipient shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of City to finance, maintain, repair, replace, or otherwise control the resulting work.
4. **Public Records.** Recipient understands that the City and the Governing Body, as public bodies, are subject to certain public records requests and transparency requirements. As such, Recipient hereby permits the City to publish this Agreement in a public manner. Further, if any information in this Agreement or in any other materials that Recipient provides to the City either voluntarily or pursuant to this Agreement is considered by Recipient to be confidential or contain sensitive information, Recipient shall notify the City pursuant to the notice provisions under this Agreement of the confidential or sensitive information being provided and shall designate such material or information as "CONFIDENTIAL/SENSITIVE INFORMATION" when providing

such material or information to the City or to the Governing Body. The City and Recipient agree to work together in good faith to evaluate any material or information designated as confidential or sensitive before publishing such material or information in a public manner. However, Recipient acknowledges that some material or information it designates as confidential or sensitive may be subject to applicable state or federal law, and to the extent necessary under law, Recipient hereby agrees to cooperate with the City in complying with applicable law when publishing certain records. The City shall have the final authority to decide whether to publish any materials or information publicly if the City believes such publication is necessary to comply with applicable state and federal law.

5. **Assignment.** This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.
6. **Non-appropriation.** The sole source of the Grant funds shall be from the City's received SLFRF funds. The City shall not be obligated to fund the Grant from any other source. If the City does not receive sufficient SLFRF funds to satisfy all or part of the City's obligations under this Agreement, the City's obligation to provide Grant funds to Recipient shall be suspended unless and until such SLFRF funds are received by the City. Also, Recipient understands and agrees to the City's disbursement of the Grant funds to Recipient, as set forth in this Agreement, is contingent on the Fiscal Body of the City's appropriation and disbursement of those funds. Recipient understands and agrees that the sole and exclusive decision as to whether or not disburse SLFRF funds to Recipient lies within the discretion of the Governing Body.
7. **Remedies.**
  - a. The City, by disbursing Grant funds to Recipient, does not guarantee to Recipient that Recipient's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Recipient affirms that its use of the Grant funds qualifies for funding under ARPA. The City reserves the right to demand immediate repayment from Recipient of any Grant funds the City determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA and SLFRF.
  - b. If, following the disbursement of Grant funds to the Recipient, the City determines, in its sole discretion, the Recipient submitted any false, inaccurate, or misleading information in its grant application, the City may demand immediate repayment from Recipient of all Grant funds.
  - c. If Recipient's records are needed to justify an expense to Treasury or any other office, official, or department that is responsible for auditing disbursements of

ARPA funds, failure by Recipient to promptly provide these records, for any reason, including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Recipient shall be responsible for repayment of any funds Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Recipient agrees to indemnify the City and make the City whole for any penalty assessed against the City based upon Recipient's failure to retain or provide records.

- d. Any other breach of this Agreement by Recipient, including the use of Grant funds for any purpose other than a Permitted Use, may, at the sole discretion of the City, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Recipient must return all Grant funds to the City within thirty (30) calendar days after the City issues a demand for immediate repayment pursuant to this paragraph.

8. **Indemnity.** The Parties agree that, where the City relied upon the certification of Recipient that such expenses for which Recipient sought SLFRF funds met the minimum requirements of ARPA, and where Treasury, or any other person, official, or department that is charged with the auditing and review of expenditures of SLFRF funds determines that the use of such funds was not permitted under ARPA, Recipient agrees to indemnify, reimburse, and make whole the City for any funds which the City Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the City.

Recipient agrees to hold the City harmless for any evaluation or advice which the City provided to Recipient as to whether Recipient's use of Grant funds is permissible use under ARPA.

In addition to all of the above, Recipient shall indemnify and hold harmless, to the extent permitted by law, the City, its past, present, and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Indemnitees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities, including costs, reasonable fees, and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Recipient of any representations or warranties made within the Agreement or Recipient's grant application (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its use of Grant funds.

9. **Damages.** Recipient agrees to indemnify, reimburse, and make whole the City for any penalties associated with any attempt to recoup the expended Grant funds, including interest and/or any other penalty provided by law.

**10. Notice.** Any notice required or permitted in this Agreement shall be given by either: (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested to the address listed in this Section 10, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the City:*                      Casey Schmidt, City Council President  
166 Lincolnway  
Valparaiso, IN 46383

With copy to:  
Patrick Lyp, City Attorney  
166 Lincolnway  
Valparaiso, IN 46383

*If to Recipient:*                      Opportunity Enterprises  
2801 Evans Ave.  
Valparaiso, IN 46383

Either Party may also specify in writing such other address or counsel as that Party would like to receive notice pursuant to this Section. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**11. Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Indiana. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in or encompassing the City, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**12. Severability.** In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**13. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures and e-signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

- 14. Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties
- 15. Relationship of the Parties.** Nothing contained in this Agreement, nor any act of the City or Recipient pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and Recipient. Recipient understands and agrees that Grantee is solely responsible for paying all wages, benefits, and any other compensation due and owing to Recipient's officers, employees, and agents for the performance of any services as set forth in the Agreement.
- 16. Waiver.** The City and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 17. Termination.** This Agreement shall be in full force and effect upon signature by both parties and will terminate once Recipient has spent or returned all the Grant funds it has received from the City and filed its final report. However, Recipient's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.
- 18. Authority.** The City and Recipient each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.



**City of Valparaiso**

**Opportunity Enterprises**

\_\_\_\_\_  
Casey Schmidt  
City Council President

\_\_\_\_\_  
By:  
Its:

Attest: \_\_\_\_\_  
Holly Taylor  
Clerk Treasurer

Attest: \_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Respite House

## City of Valparaiso Local Fiscal Recovery Fund

### Grant Agreement

**WHEREAS**, The City of Valparaiso (“City”) was awarded certain funds pursuant to the American Rescue Plan Act of 2021 (“ARPA”) from the United States Department of Treasury (“Treasury”) as a part of the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF”).

**WHEREAS**, the City, in line with guidance provided by Treasury on January 6, 2022, regarding the allowable usage of the SLFRF funds provided to the City (“Final Rule”), the City has decided to respond to negative economic impacts of the COVID-19 public health emergency on certain non-profit entities operating within the City.

**WHEREAS, Respite House** (“Recipient”) is a Non-profit entity, in good standing, recognized under Internal Revenue Code Sections 501(c)(3) or 501(c)(19) and is currently operating in Valparaiso, which has provided sufficient information to the Valparaiso City Council (“Governing Body”) demonstrating that Recipient has experienced **both decreased revenues and increased costs as a result of reduced charitable contributions and uncompensated increases in demand for services.**

**WHEREAS**, The City wishes to respond to this situation by providing to Recipient a portion of the City’s SLFRF funds in the form of a grant to Recipient.

**WHEREAS**, on **March 23, 2022**, the Governing Body adopted Resolution 6-2022, which identified Recipient and the amount of SLFRF funds allotted to Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Recipient (collectively, the “Parties) hereby agree as follows:

1. **Recitals**. The recitals set forth above are incorporated into this Agreement by reference and made a part of this Agreement.
2. **City’s Obligations**. In consideration for Recipient’s execution of this Agreement, the City agrees as follows:
  - a. Pursuant to the terms and conditions set forth in this Agreement, the City agrees to disburse a portion of the SLFRF funds, in the amount of **\$150,000** (“Grant”) to Recipient to be used by Recipient for any or all of the following uses (“Permitted Uses”), all of which are in response to the economic harm experienced by Recipient:
    - i. Payroll of Recipient;
    - ii. Mortgage or rent payments of Recipient;
    - iii. Other operating costs of Recipient; or

iv. COVID-19 mitigation in Recipient's operations.

b. Grant funds shall be disbursed to Recipient on a reimbursement basis up to the full amount of the Grant within 30 days of each reimbursement request, in the form provide by City to Recipient for one or more Permitted Uses by Recipient to City. Attached as **Exhibit A** is the approved form.

3. **Recipient's Obligations.** Recipient understands and agrees it shall seek reimbursement for expenditures outlined in the approved *Request for Reimbursement* ("Permitted Uses"). Recipient further understands and agrees to the following:

a. If Recipient seeks reimbursement for an expenditure which is not in line with the Permitted Uses ("Improper Use") City shall deny the reimbursement request for the Improper Use and the amount of the Award available to Recipient shall, at a minimum, be reduced commensurate with the amount of the Improper Use.

b. Recipient agrees to seek reimbursements in an aggregate amount equal to the Grant for Permitted Uses by no later than **December 31, 2024** (the "Spending Period") and Recipient further agrees that Grant funds remaining at the end of the Spending Period shall be forfeited to the City.

c. Recipient affirms its status as a non-profit in good standing. In the event Recipient ceases to maintain good standing or tax-exempt status for any reason, Recipient shall notify the City immediately and the City, in its sole discretion, may require immediate repayment of all Grant funds disbursed to Recipient to the City.

d. Recipient agrees to provide the City with sufficient information to facilitate the City's reporting obligations under ARPA and the Final Rule. This will include reporting on the following:

i. Each reimbursement request by Recipient shall include the following: (a) the amount of funds spent by Recipient on the Permitted Use to be reimbursed, (b) sufficient detail describing how the funds were used by Recipient, and (c) supporting documentation evidencing the expenditure of funds.

ii. At any time, the City, may request Recipient provide additional information and records related to Recipient's use of Grant funds. Recipient agrees to comply with such requests within **forty-eighty (48) hours of receipt** of such requests and to otherwise work collaboratively with the City to ensure the City's compliance with ARPA, the Final Rule, and any other applicable laws or regulations related to the SLFRF funds or the Grant to Recipient

As a part of this agreement, Respite House will supply the City of Valparaiso with multiple data sets to show progress of the grant for the organization. The data sets include the follow but are not limited to:

- Number of beds full per night

- Case management services provided (hours of case management services, therapeutic/psychiatric appointments attended, medical appointments attended, recovery meetings attended, etc.)
  - Number of clients transitioned into housing/specialized shelter (shelter for women and children, domestic violence shelter, recovery housing, etc.) and length of time it takes to transition them into housing.
  - Hours of workshops provided at the facility (financial workshops, license reinstatement workshops, etc.)
- e. If Recipient uses Grant funds to pay a contractor or subcontractor to perform work for Recipient, Recipient must ensure that such contracts include provisions incorporating the following:
- i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. § 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. Omitted.
  - iii. Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis Bacon Act, 40 U.S.C. § 3141 *et seq.* as necessary.
  - v. Recipient shall ensure that Recipient and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the City as the Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the City. Further, Recipient shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the City during the work.
- f. Recipient agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Recipient and Recipient alone. Further, Recipient shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of City to finance, maintain, repair, replace, or otherwise control the resulting work.
4. **Public Records.** Recipient understands that the City and the Governing Body, as public bodies, are subject to certain public records requests and transparency requirements.

As such, Recipient hereby permits the City to publish this Agreement in a public manner. Further, if any information in this Agreement or in any other materials that Recipient provides to the City either voluntarily or pursuant to this Agreement is considered by Recipient to be confidential or contain sensitive information, Recipient shall notify the City pursuant to the notice provisions under this Agreement of the confidential or sensitive information being provided and shall designate such material or information as “CONFIDENTIAL/SENSITIVE INFORMATION” when providing such material or information to the City or to the Governing Body. The City and Recipient agree to work together in good faith to evaluate any material or information designated as confidential or sensitive before publishing such material or information in a public manner. However, Recipient acknowledges that some material or information it designates as confidential or sensitive may be subject to applicable state or federal law, and to the extent necessary under law, Recipient hereby agrees to cooperate with the City in complying with applicable law when publishing certain records. The City shall have the final authority to decide whether to publish any materials or information publicly if the City believes such publication is necessary to comply with applicable state and federal law.

5. **Assignment.** This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.
6. **Non-appropriation.** The sole source of the Grant funds shall be from the City’s received SLFRF funds. The City shall not be obligated to fund the Grant from any other source. If the City does not receive sufficient SLFRF funds to satisfy all or part of the City’s obligations under this Agreement, the City’s obligation to provide Grant funds to Recipient shall be suspended unless and until such SLFRF funds are received by the City. Also, Recipient understands and agrees to the City’s disbursement of the Grant funds to Recipient, as set forth in this Agreement, is contingent on the Fiscal Body of the City’s appropriation and disbursement of those funds. Recipient understands and agrees that the sole and exclusive decision as to whether or not disburse SLFRF funds to Recipient lies within the discretion of the Governing Body.
7. **Remedies.**
  - a. The City, by disbursing Grant funds to Recipient, does not guarantee to Recipient that Recipient’s intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Recipient affirms that its use of the Grant funds qualifies for funding under ARPA. The City reserves the right to demand immediate repayment from Recipient of any Grant funds the City determines, in its sole discretion, were used for a purpose that does not

meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA and SLFRF.

- b. If, following the disbursement of Grant funds to the Recipient, the City determines, in its sole discretion, the Recipient submitted any false, inaccurate, or misleading information in its grant application, the City may demand immediate repayment from Recipient of all Grant funds.
- c. If Recipient's records are needed to justify an expense to Treasury or any other office, official, or department that is responsible for auditing disbursements of ARPA funds, failure by Recipient to promptly provide these records, for any reason, including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Recipient shall be responsible for repayment of any funds Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Recipient agrees to indemnify the City and make the City whole for any penalty assessed against the City based upon Recipient's failure to retain or provide records.
- d. Any other breach of this Agreement by Recipient, including the use of Grant funds for any purpose other than a Permitted Use, may, at the sole discretion of the City, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Recipient must return all Grant funds to the City within thirty (30) calendar days after the City issues a demand for immediate repayment pursuant to this paragraph.

8. **Indemnity.** The Parties agree that, where the City relied upon the certification of Recipient that such expenses for which Recipient sought SLFRF funds met the minimum requirements of ARPA, and where Treasury, or any other person, official, or department that is charged with the auditing and review of expenditures of SLFRF funds determines that the use of such funds was not permitted under ARPA, Recipient agrees to indemnify, reimburse, and make whole the City for any funds which the City Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the City.

Recipient agrees to hold the City harmless for any evaluation or advice which the City provided to Recipient as to whether Recipient's use of Grant funds is permissible use under ARPA.

In addition to all of the above, Recipient shall indemnify and hold harmless, to the extent permitted by law, the City, its past, present, and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Indemnitees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities, including costs, reasonable fees, and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Recipient of any representations or warranties made within the Agreement or Recipient's grant application (collectively, the "Claims"), to the extent such Claims

result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its use of Grant funds.

9. **Damages.** Recipient agrees to indemnify, reimburse, and make whole the City for any penalties associated with any attempt to recoup the expended Grant funds, including interest and/or any other penalty provided by law.
10. **Notice.** Any notice required or permitted in this Agreement shall be given by either: (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested to the address listed in this Section 10, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the City:* Casey Schmidt, City Council President  
166 Lincolnway  
Valparaiso, IN 46383

With copy to:  
Patrick Lyp, City Attorney  
166 Lincolnway  
Valparaiso, IN 46383

*If to Recipient:* Respite House  
99 Matt Ridge  
Valparaiso, IN 46383

Either Party may also specify in writing such other address or counsel as that Party would like to receive notice pursuant to this Section. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

11. **Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Indiana. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in or encompassing the City, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
12. **Severability.** In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the Parties, and, if such

modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 13. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures and e-signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 14. Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties
- 15. Relationship of the Parties.** Nothing contained in this Agreement, nor any act of the City or Recipient pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and Recipient. Recipient understands and agrees that Grantee is solely responsible for paying all wages, benefits, and any other compensation due and owing to Recipient's officers, employees, and agents for the performance of any services as set forth in the Agreement.
- 16. Waiver.** The City and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 17. Termination.** This Agreement shall be in full force and effect upon signature by both parties and will terminate once Recipient has spent or returned all the Grant funds it has received from the City and filed its final report. However, Recipient's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.
- 18. Authority.** The City and Recipient each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.



**City of Valparaiso**

**Respite House**

\_\_\_\_\_  
Casey Schmidt  
City Council President

\_\_\_\_\_  
By:  
Its:

Attest: \_\_\_\_\_  
Holly Taylor  
Clerk Treasurer

Attest: \_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Valparaiso Local Fiscal Recovery Fund

### Grant Agreement

**WHEREAS**, The City of Valparaiso (“City”) was awarded certain funds pursuant to the American Rescue Plan Act of 2021 (“ARPA”) from the United States Department of Treasury (“Treasury”) as a part of the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF”).

**WHEREAS**, the City, in line with guidance provided by Treasury on January 6, 2022, regarding the allowable usage of the SLFRF funds provided to the City (“Final Rule”), the City has decided to respond to negative economic impacts of the COVID-19 public health emergency on certain non-profit entities operating within the City.

**WHEREAS**, **The Caring Place** (“Recipient”) is a Non-profit entity, in good standing, recognized under Internal Revenue Code Sections 501(c)(3) or 501(c)(19) and is currently operating in Valparaiso, which has provided sufficient information to the Valparaiso City Council (“Governing Body”) demonstrating that Recipient has experienced **both decreased revenues and increased costs as a result of reduced charitable contributions and uncompensated increases in demand for services**.

**WHEREAS**, The City wishes to respond to this situation by providing to Recipient a portion of the City’s SLFRF funds in the form of a grant to Recipient.

**WHEREAS**, on **March 23, 2022**, the Governing Body adopted Resolution 6-2022, which identified Recipient and the amount of SLFRF funds allotted to Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Recipient (collectively, the “Parties) hereby agree as follows:

1. **Recitals**. The recitals set forth above are incorporated into this Agreement by reference and made a part of this Agreement.
2. **City’s Obligations**. In consideration for Recipient’s execution of this Agreement, the City agrees as follows:
  - a. Pursuant to the terms and conditions set forth in this Agreement, the City agrees to disburse a portion of the SLFRF funds, in the amount of **\$50,000** (“Grant”) to Recipient to be used by Recipient for any or all of the following uses (“Permitted Uses”), all of which are in response to the economic harm experienced by Recipient:
    - i. Payroll of Recipient;
    - ii. Mortgage or rent payments of Recipient;
    - iii. Other operating costs of Recipient; or

- iv. COVID-19 mitigation in Recipient’s operations.
  - b. Grant funds shall be disbursed to Recipient on a reimbursement basis up to the full amount of the Grant within 30 days of each reimbursement request, in the form provide by City to Recipient for one or more Permitted Uses by Recipient to City. Attached as **Exhibit A** is the approved form.
- 3. **Recipient’s Obligations.** Recipient understands and agrees it shall seek reimbursement for expenditures outlined in the approved *Request for Reimbursement* (“Permitted Uses”). Recipient further understands and agrees to the following:
  - a. If Recipient seeks reimbursement for an expenditure which is not in line with the Permitted Uses (“Improper Use”) City shall deny the reimbursement request for the Improper Use and the amount of the Award available to Recipient shall, at a minimum, be reduced commensurate with the amount of the Improper Use.
  - b. Recipient agrees to seek reimbursements in an aggregate amount equal to the Grant for Permitted Uses by no later than **December 31, 2024** (the “Spending Period”) and Recipient further agrees that Grant funds remaining at the end of the Spending Period shall be forfeited to the City.
  - c. Recipient affirms its status as a non-profit in good standing. In the event Recipient ceases to maintain good standing or tax-exempt status for any reason, Recipient shall notify the City immediately and the City, in its sole discretion, may require immediate repayment of all Grant funds disbursed to Recipient to the City.
  - d. Recipient agrees to provide the City with sufficient information to facilitate the City’s reporting obligations under ARPA and the Final Rule. This will include reporting on the following:
    - i. Each reimbursement request by Recipient shall include the following: (a) the amount of funds spent by Recipient on the Permitted Use to be reimbursed, (b) sufficient detail describing how the funds were used by Recipient, and (c) supporting documentation evidencing the expenditure of funds.
    - ii. At any time, the City, may request Recipient provide additional information and records related to Recipient’s use of Grant funds. Recipient agrees to comply with such requests within **forty-eighty (48) hours of receipt** of such requests and to otherwise work collaboratively with the City to ensure the City’s compliance with ARPA, the Final Rule, and any other applicable laws or regulations related to the SLFRF funds or the Grant to Recipient

As a part of this agreement, The Caring Place will supply the City of Valparaiso with multiple data sets to show progress of the grant for the organization. The data sets include the follow but are not limited to:

- Data showing an increase in the number of private meetings between clients and volunteer counselors as well as increase the opportunity and space for clients to have quiet, private time with their children
  - Data showing an increase in the amount of in-kind donations we can receive such as clothing, toys, bikes, etc.
  - Data showing an increase in the number of organized sports programs conducted by volunteers for both adults and children
- e. If Recipient uses Grant funds to pay a contractor or subcontractor to perform work for Recipient, Recipient must ensure that such contracts include provisions incorporating the following:
- i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. § 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. Omitted.
  - iii. Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis Bacon Act, 40 U.S.C. § 3141 *et seq.* as necessary.
  - v. Recipient shall ensure that Recipient and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the City as the Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the City. Further, Recipient shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the City during the work.
- f. Recipient agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Recipient and Recipient alone. Further, Recipient shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of City to finance, maintain, repair, replace, or otherwise control the resulting work.
4. **Public Records.** Recipient understands that the City and the Governing Body, as public bodies, are subject to certain public records requests and transparency requirements. As such, Recipient hereby permits the City to publish this Agreement in a public manner. Further, if any information in this Agreement or in any other materials that

Recipient provides to the City either voluntarily or pursuant to this Agreement is considered by Recipient to be confidential or contain sensitive information, Recipient shall notify the City pursuant to the notice provisions under this Agreement of the confidential or sensitive information being provided and shall designate such material or information as “CONFIDENTIAL/SENSITIVE INFORMATION” when providing such material or information to the City or to the Governing Body. The City and Recipient agree to work together in good faith to evaluate any material or information designated as confidential or sensitive before publishing such material or information in a public manner. However, Recipient acknowledges that some material or information it designates as confidential or sensitive may be subject to applicable state or federal law, and to the extent necessary under law, Recipient hereby agrees to cooperate with the City in complying with applicable law when publishing certain records. The City shall have the final authority to decide whether to publish any materials or information publicly if the City believes such publication is necessary to comply with applicable state and federal law.

5. **Assignment.** This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.
6. **Non-appropriation.** The sole source of the Grant funds shall be from the City’s received SLFRF funds. The City shall not be obligated to fund the Grant from any other source. If the City does not receive sufficient SLFRF funds to satisfy all or part of the City’s obligations under this Agreement, the City’s obligation to provide Grant funds to Recipient shall be suspended unless and until such SLFRF funds are received by the City. Also, Recipient understands and agrees to the City’s disbursement of the Grant funds to Recipient, as set forth in this Agreement, is contingent on the Fiscal Body of the City’s appropriation and disbursement of those funds. Recipient understands and agrees that the sole and exclusive decision as to whether or not disburse SLFRF funds to Recipient lies within the discretion of the Governing Body.
7. **Remedies.**
  - a. The City, by disbursing Grant funds to Recipient, does not guarantee to Recipient that Recipient’s intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Recipient affirms that its use of the Grant funds qualifies for funding under ARPA. The City reserves the right to demand immediate repayment from Recipient of any Grant funds the City determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA and SLFRF.

- b. If, following the disbursement of Grant funds to the Recipient, the City determines, in its sole discretion, the Recipient submitted any false, inaccurate, or misleading information in its grant application, the City may demand immediate repayment from Recipient of all Grant funds.
- c. If Recipient's records are needed to justify an expense to Treasury or any other office, official, or department that is responsible for auditing disbursements of ARPA funds, failure by Recipient to promptly provide these records, for any reason, including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Recipient shall be responsible for repayment of any funds Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Recipient agrees to indemnify the City and make the City whole for any penalty assessed against the City based upon Recipient's failure to retain or provide records.
- d. Any other breach of this Agreement by Recipient, including the use of Grant funds for any purpose other than a Permitted Use, may, at the sole discretion of the City, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Recipient must return all Grant funds to the City within thirty (30) calendar days after the City issues a demand for immediate repayment pursuant to this paragraph.

8. **Indemnity.** The Parties agree that, where the City relied upon the certification of Recipient that such expenses for which Recipient sought SLFRF funds met the minimum requirements of ARPA, and where Treasury, or any other person, official, or department that is charged with the auditing and review of expenditures of SLFRF funds determines that the use of such funds was not permitted under ARPA, Recipient agrees to indemnify, reimburse, and make whole the City for any funds which the City Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the City.

Recipient agrees to hold the City harmless for any evaluation or advice which the City provided to Recipient as to whether Recipient's use of Grant funds is permissible use under ARPA.

In addition to all of the above, Recipient shall indemnify and hold harmless, to the extent permitted by law, the City, its past, present, and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Indemnitees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities, including costs, reasonable fees, and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Recipient of any representations or warranties made within the Agreement or Recipient's grant application (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its use of Grant funds.

9. **Damages.** Recipient agrees to indemnify, reimburse, and make whole the City for any penalties associated with any attempt to recoup the expended Grant funds, including interest and/or any other penalty provided by law.
10. **Notice.** Any notice required or permitted in this Agreement shall be given by either: (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested to the address listed in this Section 10, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the City:* Casey Schmidt, City Council President  
166 Lincolnway  
Valparaiso, IN 46383

With copy to:  
Patrick Lyp, City Attorney  
166 Lincolnway  
Valparaiso, IN 46383

*If to Recipient:* The Caring Place  
607 Bullseye Lake Road  
Valparaiso, IN 46383

Either Party may also specify in writing such other address or counsel as that Party would like to receive notice pursuant to this Section. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

11. **Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Indiana. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in or encompassing the City, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
12. **Severability.** In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement. In

either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 13. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures and e-signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 14. Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties
- 15. Relationship of the Parties.** Nothing contained in this Agreement, nor any act of the City or Recipient pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and Recipient. Recipient understands and agrees that Grantee is solely responsible for paying all wages, benefits, and any other compensation due and owing to Recipient's officers, employees, and agents for the performance of any services as set forth in the Agreement.
- 16. Waiver.** The City and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 17. Termination.** This Agreement shall be in full force and effect upon signature by both parties and will terminate once Recipient has spent or returned all the Grant funds it has received from the City and filed its final report. However, Recipient's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.
- 18. Authority.** The City and Recipient each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.



**City of Valparaiso**

**The Caring Place**

\_\_\_\_\_  
Casey Schmidt  
City Council President

\_\_\_\_\_  
By:  
Its:

Attest: \_\_\_\_\_  
Holly Taylor  
Clerk Treasurer

Attest: \_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Valparaiso Local Fiscal Recovery Fund

### Grant Agreement

**WHEREAS**, The City of Valparaiso (“City”) was awarded certain funds pursuant to the American Rescue Plan Act of 2021 (“ARPA”) from the United States Department of Treasury (“Treasury”) as a part of the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF”).

**WHEREAS**, the City, in line with guidance provided by Treasury on January 6, 2022, regarding the allowable usage of the SLFRF funds provided to the City (“Final Rule”), the City has decided to respond to negative economic impacts of the COVID-19 public health emergency on certain non-profit entities operating within the City.

**WHEREAS**, **Boys and Girls Club** (“Recipient”) is a Non-profit entity, in good standing, recognized under Internal Revenue Code Sections 501(c)(3) or 501(c)(19) and is currently operating in Valparaiso, which has provided sufficient information to the Valparaiso City Council (“Governing Body”) demonstrating that Recipient has experienced **both decreased revenues and increased costs as a result of reduced charitable contributions and uncompensated increases in demand for services.**

**WHEREAS**, The City wishes to respond to this situation by providing to Recipient a portion of the City’s SLFRF funds in the form of a grant to Recipient.

**WHEREAS**, on **March 23, 2022**, the Governing Body adopted Resolution 6-2022, which identified Recipient and the amount of SLFRF funds allotted to Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Recipient (collectively, the “Parties) hereby agree as follows:

1. **Recitals**. The recitals set forth above are incorporated into this Agreement by reference and made a part of this Agreement.
2. **City’s Obligations**. In consideration for Recipient’s execution of this Agreement, the City agrees as follows:
  - a. Pursuant to the terms and conditions set forth in this Agreement, the City agrees to disburse a portion of the SLFRF funds, in the amount of **\$150,000** (“Grant”) to Recipient to be used by Recipient for any or all of the following uses (“Permitted Uses”), all of which are in response to the economic harm experienced by Recipient:
    - i. Payroll of Recipient;
    - ii. Mortgage or rent payments of Recipient;
    - iii. Other operating costs of Recipient; or

iv. COVID-19 mitigation in Recipient's operations.

- b. Grant funds shall be disbursed to Recipient on a reimbursement basis up to the full amount of the Grant within 30 days of each reimbursement request, in the form provide by City to Recipient for one or more Permitted Uses by Recipient to City. Attached as **Exhibit A** is the approved form.

3. **Recipient's Obligations.** Recipient understands and agrees it shall seek reimbursement for expenditures outlined in the approved *Request for Reimbursement* ("Permitted Uses"). Recipient further understands and agrees to the following:

- a. If Recipient seeks reimbursement for an expenditure which is not in line with the Permitted Uses ("Improper Use") City shall deny the reimbursement request for the Improper Use and the amount of the Award available to Recipient shall, at a minimum, be reduced commensurate with the amount of the Improper Use.
- b. Recipient agrees to seek reimbursements in an aggregate amount equal to the Grant for Permitted Uses by no later than **December 31, 2024** (the "Spending Period") and Recipient further agrees that Grant funds remaining at the end of the Spending Period shall be forfeited to the City.
- c. Recipient affirms its status as a non-profit in good standing. In the event Recipient ceases to maintain good standing or tax-exempt status for any reason, Recipient shall notify the City immediately and the City, in its sole discretion, may require immediate repayment of all Grant funds disbursed to Recipient to the City.
- d. Recipient agrees to provide the City with sufficient information to facilitate the City's reporting obligations under ARPA and the Final Rule. This will include reporting on the following:
- i. Each reimbursement request by Recipient shall include the following: (a) the amount of funds spent by Recipient on the Permitted Use to be reimbursed, (b) sufficient detail describing how the funds were used by Recipient, and (c) supporting documentation evidencing the expenditure of funds.
  - ii. At any time, the City, may request Recipient provide additional information and records related to Recipient's use of Grant funds. Recipient agrees to comply with such requests within **forty-eighty (48) hours of receipt** of such requests and to otherwise work collaboratively with the City to ensure the City's compliance with ARPA, the Final Rule, and any other applicable laws or regulations related to the SLFRF funds or the Grant to Recipient

As a part of this agreement, Dressed for School will supply the City of Valparaiso with multiple data sets to show progress of the grant for the organization. The data sets include the follow but are not limited to:

- Data showing the increase in average daily attendance

- Data showing the increase in memberships
  - Data showing the increased need for staffing
- e. If Recipient uses Grant funds to pay a contractor or subcontractor to perform work for Recipient, Recipient must ensure that such contracts include provisions incorporating the following:
- i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. § 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. Omitted.
  - iii. Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis Bacon Act, 40 U.S.C. § 3141 *et seq.* as necessary.
  - v. Recipient shall ensure that Recipient and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the City as the Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the City. Further, Recipient shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the City during the work.
- f. Recipient agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Recipient and Recipient alone. Further, Recipient shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of City to finance, maintain, repair, replace, or otherwise control the resulting work.
4. **Public Records.** Recipient understands that the City and the Governing Body, as public bodies, are subject to certain public records requests and transparency requirements. As such, Recipient hereby permits the City to publish this Agreement in a public manner. Further, if any information in this Agreement or in any other materials that Recipient provides to the City either voluntarily or pursuant to this Agreement is considered by Recipient to be confidential or contain sensitive information, Recipient shall notify the City pursuant to the notice provisions under this Agreement of the confidential or sensitive information being provided and shall designate such material or information as "CONFIDENTIAL/SENSITIVE INFORMATION" when providing

such material or information to the City or to the Governing Body. The City and Recipient agree to work together in good faith to evaluate any material or information designated as confidential or sensitive before publishing such material or information in a public manner. However, Recipient acknowledges that some material or information it designates as confidential or sensitive may be subject to applicable state or federal law, and to the extent necessary under law, Recipient hereby agrees to cooperate with the City in complying with applicable law when publishing certain records. The City shall have the final authority to decide whether to publish any materials or information publicly if the City believes such publication is necessary to comply with applicable state and federal law.

5. **Assignment.** This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.
6. **Non-appropriation.** The sole source of the Grant funds shall be from the City's received SLFRF funds. The City shall not be obligated to fund the Grant from any other source. If the City does not receive sufficient SLFRF funds to satisfy all or part of the City's obligations under this Agreement, the City's obligation to provide Grant funds to Recipient shall be suspended unless and until such SLFRF funds are received by the City. Also, Recipient understands and agrees to the City's disbursement of the Grant funds to Recipient, as set forth in this Agreement, is contingent on the Fiscal Body of the City's appropriation and disbursement of those funds. Recipient understands and agrees that the sole and exclusive decision as to whether or not disburse SLFRF funds to Recipient lies within the discretion of the Governing Body.
7. **Remedies.**
  - a. The City, by disbursing Grant funds to Recipient, does not guarantee to Recipient that Recipient's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Recipient affirms that its use of the Grant funds qualifies for funding under ARPA. The City reserves the right to demand immediate repayment from Recipient of any Grant funds the City determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA and SLFRF.
  - b. If, following the disbursement of Grant funds to the Recipient, the City determines, in its sole discretion, the Recipient submitted any false, inaccurate, or misleading information in its grant application, the City may demand immediate repayment from Recipient of all Grant funds.
  - c. If Recipient's records are needed to justify an expense to Treasury or any other office, official, or department that is responsible for auditing disbursements of

ARPA funds, failure by Recipient to promptly provide these records, for any reason, including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Recipient shall be responsible for repayment of any funds Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Recipient agrees to indemnify the City and make the City whole for any penalty assessed against the City based upon Recipient's failure to retain or provide records.

- d. Any other breach of this Agreement by Recipient, including the use of Grant funds for any purpose other than a Permitted Use, may, at the sole discretion of the City, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Recipient must return all Grant funds to the City within thirty (30) calendar days after the City issues a demand for immediate repayment pursuant to this paragraph.

8. **Indemnity.** The Parties agree that, where the City relied upon the certification of Recipient that such expenses for which Recipient sought SLFRF funds met the minimum requirements of ARPA, and where Treasury, or any other person, official, or department that is charged with the auditing and review of expenditures of SLFRF funds determines that the use of such funds was not permitted under ARPA, Recipient agrees to indemnify, reimburse, and make whole the City for any funds which the City Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the City.

Recipient agrees to hold the City harmless for any evaluation or advice which the City provided to Recipient as to whether Recipient's use of Grant funds is permissible use under ARPA.

In addition to all of the above, Recipient shall indemnify and hold harmless, to the extent permitted by law, the City, its past, present, and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Indemnitees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities, including costs, reasonable fees, and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Recipient of any representations or warranties made within the Agreement or Recipient's grant application (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its use of Grant funds.

9. **Damages.** Recipient agrees to indemnify, reimburse, and make whole the City for any penalties associated with any attempt to recoup the expended Grant funds, including interest and/or any other penalty provided by law.

**10. Notice.** Any notice required or permitted in this Agreement shall be given by either: (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested to the address listed in this Section 10, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the City:* Casey Schmidt, City Council President  
166 Lincolnway  
Valparaiso, IN 46383

With copy to:  
Patrick Lyp, City Attorney  
166 Lincolnway  
Valparaiso, IN 46383

*If to Recipient:* Boys and Girls Club  
3691 Willowcreek Rd., Suite 200  
Portage, IN 46368

Either Party may also specify in writing such other address or counsel as that Party would like to receive notice pursuant to this Section. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**11. Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Indiana. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in or encompassing the City, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**12. Severability.** In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**13. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures and e-signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

- 14. Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties
- 15. Relationship of the Parties.** Nothing contained in this Agreement, nor any act of the City or Recipient pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and Recipient. Recipient understands and agrees that Grantee is solely responsible for paying all wages, benefits, and any other compensation due and owing to Recipient's officers, employees, and agents for the performance of any services as set forth in the Agreement.
- 16. Waiver.** The City and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 17. Termination.** This Agreement shall be in full force and effect upon signature by both parties and will terminate once Recipient has spent or returned all the Grant funds it has received from the City and filed its final report. However, Recipient's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.
- 18. Authority.** The City and Recipient each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.



**City of Valparaiso**

**Boys and Girls Club**

\_\_\_\_\_  
Casey Schmidt  
City Council President

\_\_\_\_\_  
By:  
Its:

Attest: \_\_\_\_\_  
Holly Taylor  
Clerk Treasurer

Attest: \_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Valparaiso Local Fiscal Recovery Fund

### Grant Agreement

**WHEREAS**, The City of Valparaiso (“City”) was awarded certain funds pursuant to the American Rescue Plan Act of 2021 (“ARPA”) from the United States Department of Treasury (“Treasury”) as a part of the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF”).

**WHEREAS**, the City, in line with guidance provided by Treasury on January 6, 2022, regarding the allowable usage of the SLFRF funds provided to the City (“Final Rule”), the City has decided to respond to negative economic impacts of the COVID-19 public health emergency on certain non-profit entities operating within the City.

**WHEREAS, Dressed for School** (“Recipient”) is a Non-profit entity, in good standing, recognized under Internal Revenue Code Sections 501(c)(3) or 501(c)(19) and is currently operating in Valparaiso, which has provided sufficient information to the Valparaiso City Council (“Governing Body”) demonstrating that Recipient has experienced **both decreased revenues and increased costs as a result of reduced charitable contributions and uncompensated increases in demand for services.**

**WHEREAS**, The City wishes to respond to this situation by providing to Recipient a portion of the City’s SLFRF funds in the form of a grant to Recipient.

**WHEREAS**, on **March 23, 2022**, the Governing Body adopted Resolution 6-2022, which identified Recipient and the amount of SLFRF funds allotted to Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Recipient (collectively, the “Parties) hereby agree as follows:

1. **Recitals**. The recitals set forth above are incorporated into this Agreement by reference and made a part of this Agreement.
2. **City’s Obligations**. In consideration for Recipient’s execution of this Agreement, the City agrees as follows:
  - a. Pursuant to the terms and conditions set forth in this Agreement, the City agrees to disburse a portion of the SLFRF funds, in the amount of **\$25,000** (“Grant”) to Recipient to be used by Recipient for any or all of the following uses (“Permitted Uses”), all of which are in response to the economic harm experienced by Recipient:
    - i. Payroll of Recipient;
    - ii. Mortgage or rent payments of Recipient;
    - iii. Other operating costs of Recipient; or

- iv. COVID-19 mitigation in Recipient’s operations.
  - b. Grant funds shall be disbursed to Recipient on a reimbursement basis up to the full amount of the Grant within 30 days of each reimbursement request, in the form provide by City to Recipient for one or more Permitted Uses by Recipient to City. Attached as **Exhibit A** is the approved form.
3. **Recipient’s Obligations.** Recipient understands and agrees it shall seek reimbursement for expenditures outlined in the approved *Request for Reimbursement* (“Permitted Uses”). Recipient further understands and agrees to the following:
- a. If Recipient seeks reimbursement for an expenditure which is not in line with the Permitted Uses (“Improper Use”) City shall deny the reimbursement request for the Improper Use and the amount of the Award available to Recipient shall, at a minimum, be reduced commensurate with the amount of the Improper Use.
  - b. Recipient agrees to seek reimbursements in an aggregate amount equal to the Grant for Permitted Uses by no later than **December 31, 2024** (the “Spending Period”) and Recipient further agrees that Grant funds remaining at the end of the Spending Period shall be forfeited to the City.
  - c. Recipient affirms its status as a non-profit in good standing. In the event Recipient ceases to maintain good standing or tax-exempt status for any reason, Recipient shall notify the City immediately and the City, in its sole discretion, may require immediate repayment of all Grant funds disbursed to Recipient to the City.
  - d. Recipient agrees to provide the City with sufficient information to facilitate the City’s reporting obligations under ARPA and the Final Rule. This will include reporting on the following:
    - i. Each reimbursement request by Recipient shall include the following: (a) the amount of funds spent by Recipient on the Permitted Use to be reimbursed, (b) sufficient detail describing how the funds were used by Recipient, and (c) supporting documentation evidencing the expenditure of funds.
    - ii. At any time, the City, may request Recipient provide additional information and records related to Recipient’s use of Grant funds. Recipient agrees to comply with such requests within **forty-eighty (48) hours of receipt** of such requests and to otherwise work collaboratively with the City to ensure the City’s compliance with ARPA, the Final Rule, and any other applicable laws or regulations related to the SLFRF funds or the Grant to Recipient

As a part of this agreement, Dressed for School will supply the City of Valparaiso with multiple data sets to show progress of the grant for the organization. The data sets include the follow but are not limited to:

- Data showing the number of elementary students served as compared to previous years
  - Data showing the number of middle school students served as compared to previous years
  - Data showing the increased cost in the wardrobes we provide due to supply chain (and other) issues which have driven up the cost of clothing and shoes
- e. If Recipient uses Grant funds to pay a contractor or subcontractor to perform work for Recipient, Recipient must ensure that such contracts include provisions incorporating the following:
- i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. § 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. Omitted.
  - iii. Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis Bacon Act, 40 U.S.C. § 3141 *et seq.* as necessary.
  - v. Recipient shall ensure that Recipient and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the City as the Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the City. Further, Recipient shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the City during the work.
- f. Recipient agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Recipient and Recipient alone. Further, Recipient shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of City to finance, maintain, repair, replace, or otherwise control the resulting work.
4. **Public Records.** Recipient understands that the City and the Governing Body, as public bodies, are subject to certain public records requests and transparency requirements. As such, Recipient hereby permits the City to publish this Agreement in a public manner. Further, if any information in this Agreement or in any other materials that Recipient provides to the City either voluntarily or pursuant to this Agreement is

considered by Recipient to be confidential or contain sensitive information, Recipient shall notify the City pursuant to the notice provisions under this Agreement of the confidential or sensitive information being provided and shall designate such material or information as “CONFIDENTIAL/SENSITIVE INFORMATION” when providing such material or information to the City or to the Governing Body. The City and Recipient agree to work together in good faith to evaluate any material or information designated as confidential or sensitive before publishing such material or information in a public manner. However, Recipient acknowledges that some material or information it designates as confidential or sensitive may be subject to applicable state or federal law, and to the extent necessary under law, Recipient hereby agrees to cooperate with the City in complying with applicable law when publishing certain records. The City shall have the final authority to decide whether to publish any materials or information publicly if the City believes such publication is necessary to comply with applicable state and federal law.

5. **Assignment.** This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.
6. **Non-appropriation.** The sole source of the Grant funds shall be from the City’s received SLFRF funds. The City shall not be obligated to fund the Grant from any other source. If the City does not receive sufficient SLFRF funds to satisfy all or part of the City’s obligations under this Agreement, the City’s obligation to provide Grant funds to Recipient shall be suspended unless and until such SLFRF funds are received by the City. Also, Recipient understands and agrees to the City’s disbursement of the Grant funds to Recipient, as set forth in this Agreement, is contingent on the Fiscal Body of the City’s appropriation and disbursement of those funds. Recipient understands and agrees that the sole and exclusive decision as to whether or not disburse SLFRF funds to Recipient lies within the discretion of the Governing Body.
7. **Remedies.**
  - a. The City, by disbursing Grant funds to Recipient, does not guarantee to Recipient that Recipient’s intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Recipient affirms that its use of the Grant funds qualifies for funding under ARPA. The City reserves the right to demand immediate repayment from Recipient of any Grant funds the City determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA and SLFRF.
  - b. If, following the disbursement of Grant funds to the Recipient, the City determines, in its sole discretion, the Recipient submitted any false, inaccurate,

or misleading information in its grant application, the City may demand immediate repayment from Recipient of all Grant funds.

- c. If Recipient's records are needed to justify an expense to Treasury or any other office, official, or department that is responsible for auditing disbursements of ARPA funds, failure by Recipient to promptly provide these records, for any reason, including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Recipient shall be responsible for repayment of any funds Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Recipient agrees to indemnify the City and make the City whole for any penalty assessed against the City based upon Recipient's failure to retain or provide records.
- d. Any other breach of this Agreement by Recipient, including the use of Grant funds for any purpose other than a Permitted Use, may, at the sole discretion of the City, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Recipient must return all Grant funds to the City within thirty (30) calendar days after the City issues a demand for immediate repayment pursuant to this paragraph.

8. **Indemnity.** The Parties agree that, where the City relied upon the certification of Recipient that such expenses for which Recipient sought SLFRF funds met the minimum requirements of ARPA, and where Treasury, or any other person, official, or department that is charged with the auditing and review of expenditures of SLFRF funds determines that the use of such funds was not permitted under ARPA, Recipient agrees to indemnify, reimburse, and make whole the City for any funds which the City Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the City.

Recipient agrees to hold the City harmless for any evaluation or advice which the City provided to Recipient as to whether Recipient's use of Grant funds is permissible use under ARPA.

In addition to all of the above, Recipient shall indemnify and hold harmless, to the extent permitted by law, the City, its past, present, and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Indemnitees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities, including costs, reasonable fees, and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Recipient of any representations or warranties made within the Agreement or Recipient's grant application (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its use of Grant funds.

- 9. Damages.** Recipient agrees to indemnify, reimburse, and make whole the City for any penalties associated with any attempt to recoup the expended Grant funds, including interest and/or any other penalty provided by law.
- 10. Notice.** Any notice required or permitted in this Agreement shall be given by either: (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested to the address listed in this Section 10, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the City:* Casey Schmidt, City Council President  
166 Lincolnway  
Valparaiso, IN 46383

With copy to:  
Patrick Lyp, City Attorney  
166 Lincolnway  
Valparaiso, IN 46383

*If to Recipient:* Dressed for School  
P.O. Box 2381  
Valparaiso, IN, 46384

Either Party may also specify in writing such other address or counsel as that Party would like to receive notice pursuant to this Section. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

- 11. Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Indiana. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in or encompassing the City, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 12. Severability.** In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 13. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures and e-signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 14. Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties
- 15. Relationship of the Parties.** Nothing contained in this Agreement, nor any act of the City or Recipient pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and Recipient. Recipient understands and agrees that Grantee is solely responsible for paying all wages, benefits, and any other compensation due and owing to Recipient's officers, employees, and agents for the performance of any services as set forth in the Agreement.
- 16. Waiver.** The City and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 17. Termination.** This Agreement shall be in full force and effect upon signature by both parties and will terminate once Recipient has spent or returned all the Grant funds it has received from the City and filed its final report. However, Recipient's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.
- 18. Authority.** The City and Recipient each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.



**City of Valparaiso**

**Dressed for School**

\_\_\_\_\_  
Casey Schmidt  
City Council President

\_\_\_\_\_  
By:  
Its:

Attest: \_\_\_\_\_  
Holly Taylor  
Clerk Treasurer

Attest: \_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Valparaiso Local Fiscal Recovery Fund

### Grant Agreement

**WHEREAS**, The City of Valparaiso (“City”) was awarded certain funds pursuant to the American Rescue Plan Act of 2021 (“ARPA”) from the United States Department of Treasury (“Treasury”) as a part of the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF”).

**WHEREAS**, the City, in line with guidance provided by Treasury on January 6, 2022, regarding the allowable usage of the SLFRF funds provided to the City (“Final Rule”), the City has decided to respond to negative economic impacts of the COVID-19 public health emergency on certain non-profit entities operating within the City.

**WHEREAS**, Hilltop (“Recipient”) is a Non-profit entity, in good standing, recognized under Internal Revenue Code Sections 501(c)(3) or 501(c)(19) and is currently operating in Valparaiso, which has provided sufficient information to the Valparaiso City Council (“Governing Body”) demonstrating that Recipient has experienced **both decreased revenues and increased costs as a result of reduced charitable contributions and uncompensated increases in demand for services.**

**WHEREAS**, The City wishes to respond to this situation by providing to Recipient a portion of the City’s SLFRF funds in the form of a grant to Recipient.

**WHEREAS**, on **March 23, 2022**, the Governing Body adopted Resolution 6-2022, which identified Recipient and the amount of SLFRF funds allotted to Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Recipient (collectively, the “Parties) hereby agree as follows:

1. **Recitals**. The recitals set forth above are incorporated into this Agreement by reference and made a part of this Agreement.
2. **City’s Obligations**. In consideration for Recipient’s execution of this Agreement, the City agrees as follows:
  - a. Pursuant to the terms and conditions set forth in this Agreement, the City agrees to disburse a portion of the SLFRF funds, in the amount of **\$100,000** (“Grant”) to Recipient to be used by Recipient for any or all of the following uses (“Permitted Uses”), all of which are in response to the economic harm experienced by Recipient:
    - i. Payroll of Recipient;
    - ii. Mortgage or rent payments of Recipient;
    - iii. Other operating costs of Recipient; or

- iv. COVID-19 mitigation in Recipient’s operations.
  - b. Grant funds shall be disbursed to Recipient on a reimbursement basis up to the full amount of the Grant within 30 days of each reimbursement request, in the form provide by City to Recipient for one or more Permitted Uses by Recipient to City. Attached as **Exhibit A** is the approved form.
3. **Recipient’s Obligations.** Recipient understands and agrees it shall seek reimbursement for expenditures outlined in the approved *Request for Reimbursement* (“Permitted Uses”). Recipient further understands and agrees to the following:
- a. If Recipient seeks reimbursement for an expenditure which is not in line with the Permitted Uses (“Improper Use”) City shall deny the reimbursement request for the Improper Use and the amount of the Award available to Recipient shall, at a minimum, be reduced commensurate with the amount of the Improper Use.
  - b. Recipient agrees to seek reimbursements in an aggregate amount equal to the Grant for Permitted Uses by no later than **December 31, 2024** (the “Spending Period”) and Recipient further agrees that Grant funds remaining at the end of the Spending Period shall be forfeited to the City.
  - c. Recipient affirms its status as a non-profit in good standing. In the event Recipient ceases to maintain good standing or tax-exempt status for any reason, Recipient shall notify the City immediately and the City, in its sole discretion, may require immediate repayment of all Grant funds disbursed to Recipient to the City.
  - d. Recipient agrees to provide the City with sufficient information to facilitate the City’s reporting obligations under ARPA and the Final Rule. This will include reporting on the following:
    - i. Each reimbursement request by Recipient shall include the following: (a) the amount of funds spent by Recipient on the Permitted Use to be reimbursed, (b) sufficient detail describing how the funds were used by Recipient, and (c) supporting documentation evidencing the expenditure of funds.
    - ii. At any time, the City, may request Recipient provide additional information and records related to Recipient’s use of Grant funds. Recipient agrees to comply with such requests within **forty-eighty (48) hours of receipt** of such requests and to otherwise work collaboratively with the City to ensure the City’s compliance with ARPA, the Final Rule, and any other applicable laws or regulations related to the SLFRF funds or the Grant to Recipient.

As a part of this agreement, Hilltop will supply the City of Valparaiso with multiple data sets to show progress of the grant for the organization. The data sets include the follow but are not limited to:

- All Hilltop parents receiving a scholarship remain gainfully employed or remain enrolled in school (a higher education institution (college or university))
  - Track income, i.e. parents receive a measurable increase in their pay for living wage therefore reducing their scholarship needs.
  - Food pantry clients must participate in us measuring their BMI and blood pressures and our goal is that 75% maintain a healthy BMI or improve their BMI. Hilltop volunteers track and measure their blood pressure and BMI.
- e. If Recipient uses Grant funds to pay a contractor or subcontractor to perform work for Recipient, Recipient must ensure that such contracts include provisions incorporating the following:
- i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. § 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. Omitted.
  - iii. Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  - iv. The Davis Bacon Act, 40 U.S.C. § 3141 *et seq.* as necessary.
  - v. Recipient shall ensure that Recipient and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the City as the Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the City. Further, Recipient shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the City during the work.
- f. Recipient agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Recipient and Recipient alone. Further, Recipient shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of City to finance, maintain, repair, replace, or otherwise control the resulting work.
4. **Public Records.** Recipient understands that the City and the Governing Body, as public bodies, are subject to certain public records requests and transparency requirements.

As such, Recipient hereby permits the City to publish this Agreement in a public manner. Further, if any information in this Agreement or in any other materials that Recipient provides to the City either voluntarily or pursuant to this Agreement is considered by Recipient to be confidential or contain sensitive information, Recipient shall notify the City pursuant to the notice provisions under this Agreement of the confidential or sensitive information being provided and shall designate such material or information as “CONFIDENTIAL/SENSITIVE INFORMATION” when providing such material or information to the City or to the Governing Body. The City and Recipient agree to work together in good faith to evaluate any material or information designated as confidential or sensitive before publishing such material or information in a public manner. However, Recipient acknowledges that some material or information it designates as confidential or sensitive may be subject to applicable state or federal law, and to the extent necessary under law, Recipient hereby agrees to cooperate with the City in complying with applicable law when publishing certain records. The City shall have the final authority to decide whether to publish any materials or information publicly if the City believes such publication is necessary to comply with applicable state and federal law.

5. **Assignment.** This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.
  
6. **Non-appropriation.** The sole source of the Grant funds shall be from the City’s received SLFRF funds. The City shall not be obligated to fund the Grant from any other source. If the City does not receive sufficient SLFRF funds to satisfy all or part of the City’s obligations under this Agreement, the City’s obligation to provide Grant funds to Recipient shall be suspended unless and until such SLFRF funds are received by the City. Also, Recipient understands and agrees to the City’s disbursement of the Grant funds to Recipient, as set forth in this Agreement, is contingent on the Fiscal Body of the City’s appropriation and disbursement of those funds. Recipient understands and agrees that the sole and exclusive decision as to whether or not disburse SLFRF funds to Recipient lies within the discretion of the Governing Body.
  
7. **Remedies.**
  - a. The City, by disbursing Grant funds to Recipient, does not guarantee to Recipient that Recipient’s intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Recipient affirms that its use of the Grant funds qualifies for funding under ARPA. The City reserves the right to demand immediate repayment from Recipient of any Grant funds the City determines, in its sole discretion, were used for a purpose that does not

meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA and SLFRF.

- b. If, following the disbursement of Grant funds to the Recipient, the City determines, in its sole discretion, the Recipient submitted any false, inaccurate, or misleading information in its grant application, the City may demand immediate repayment from Recipient of all Grant funds.
- c. If Recipient's records are needed to justify an expense to Treasury or any other office, official, or department that is responsible for auditing disbursements of ARPA funds, failure by Recipient to promptly provide these records, for any reason, including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Recipient shall be responsible for repayment of any funds Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Recipient agrees to indemnify the City and make the City whole for any penalty assessed against the City based upon Recipient's failure to retain or provide records.
- d. Any other breach of this Agreement by Recipient, including the use of Grant funds for any purpose other than a Permitted Use, may, at the sole discretion of the City, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Recipient must return all Grant funds to the City within thirty (30) calendar days after the City issues a demand for immediate repayment pursuant to this paragraph.

8. **Indemnity**. The Parties agree that, where the City relied upon the certification of Recipient that such expenses for which Recipient sought SLFRF funds met the minimum requirements of ARPA, and where Treasury, or any other person, official, or department that is charged with the auditing and review of expenditures of SLFRF funds determines that the use of such funds was not permitted under ARPA, Recipient agrees to indemnify, reimburse, and make whole the City for any funds which the City Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the City.

Recipient agrees to hold the City harmless for any evaluation or advice which the City provided to Recipient as to whether Recipient's use of Grant funds is permissible use under ARPA.

In addition to all of the above, Recipient shall indemnify and hold harmless, to the extent permitted by law, the City, its past, present, and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Indemnitees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities, including costs, reasonable fees, and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Recipient of any representations or warranties made within the Agreement or Recipient's grant application (collectively, the "Claims"), to the extent such Claims

result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its use of Grant funds.

9. **Damages.** Recipient agrees to indemnify, reimburse, and make whole the City for any penalties associated with any attempt to recoup the expended Grant funds, including interest and/or any other penalty provided by law.
10. **Notice.** Any notice required or permitted in this Agreement shall be given by either: (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested to the address listed in this Section 10, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the City:* Casey Schmidt, City Council President  
166 Lincolnway  
Valparaiso, IN 46383

With copy to:  
Patrick Lyp, City Attorney  
166 Lincolnway  
Valparaiso, IN 46383

*If to Recipient:* Hilltop  
460 S College Ave  
Valparaiso IN 46383

Either Party may also specify in writing such other address or counsel as that Party would like to receive notice pursuant to this Section. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

11. **Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Indiana. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in or encompassing the City, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
12. **Severability.** In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the Parties, and, if such

modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 13. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures and e-signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 14. Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties
- 15. Relationship of the Parties.** Nothing contained in this Agreement, nor any act of the City or Recipient pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and Recipient. Recipient understands and agrees that Grantee is solely responsible for paying all wages, benefits, and any other compensation due and owing to Recipient's officers, employees, and agents for the performance of any services as set forth in the Agreement.
- 16. Waiver.** The City and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 17. Termination.** This Agreement shall be in full force and effect upon signature by both parties and will terminate once Recipient has spent or returned all the Grant funds it has received from the City and filed its final report. However, Recipient's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.
- 18. Authority.** The City and Recipient each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.



**City of Valparaiso**

**Hilltop**

\_\_\_\_\_  
Casey Schmidt  
City Council President

\_\_\_\_\_  
By:  
Its:

Attest: \_\_\_\_\_  
Holly Taylor  
Clerk Treasurer

Attest: \_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Request for Reimbursement

**Exhibit A**  
**REQUEST FOR REIMBURSEMENT**

Recipient Name:  
Recipient Address:

**Request. No. \_\_\_\_\_**

In connection with this request, the undersigned hereby certifies, represents, and warrants that:

- 1. Amount of funds spent by Recipient on the Permitted Use to be reimbursed: \_\_\_\_\_
- 2. Describe in detail how the funds were used by Recipient:  
\_\_\_\_\_  
\_\_\_\_\_

3. Attach any supporting documentation evidencing the expenditure of funds

I hereby certify that the information being provided is true and accurate. I understand that at any time the City may request additional information and records related to the use of Grant funds.

Recipient Name:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Reviewed and approved:

By: \_\_\_\_\_  
Title: \_\_\_\_\_