INDIANA DEPARTMENT OF TRANSPORTATION

SECTION 5311 GRANT AGREEMENT

CONTRACT #0000000000000000000097367

EDS # A249-26-G250035

PROJECT # 1804677O

This Grant Agreement ("Grant Agreement"), entered into by and between the State of Indiana, acting through the Indiana Department of Transportation, Office of Transit (the "State"), the **Adams County Commissioners (**the "Grantee") and **Adams County Council on Aging** (the "Operator"), jointly referred to as the "Parties," is executed pursuant to the terms and conditions set forth herein.

Whereas, 49 U.S.C. §5311 authorizes the Federal Transportation Administration ("FTA") to make grants to states to be used for operating, capital, and intercity bus assistance, and to provide services for public transportation in rural areas ("Section 5311 Grants"); and

Whereas the Indiana Department of Transportation ("INDOT") is authorized by IC §8-23-2-4.1(2)(C) to select projects for approval by the FTA and to administer Section 5311 Grants; and

Whereas the Grantee and Operator, an operator of public transportation approved by the State to coordinate services for rural public transportation, has been awarded a Section 5311 Grant by INDOT and the FTA and is a "subrecipient" as that term is defined in 49 U.S.C. §5311;

Now, therefore, in consideration of the mutual covenants set forth herein, the State, the Grantee and Operator agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to memorialize the terms, conditions and mutual understandings pursuant to which the Grantee will utilize a Section 5311 Grant to provide public transportation services to rural areas as set forth in the project (the "Project") as described in **Exhibit A**, attached and herein incorporated by reference.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance ("CFDA"):

Formula Grants for Rural Areas (5311)

CFDA#: 20.509

2. Term. This Grant Agreement shall commence on **January 01, 2026** and shall remain in effect through **December 31, 2026**.

3. Controlling Documents Incorporated by Reference. In addition to the specific terms of this Grant Agreement, the Grantee and the Operator shall comply with all applicable provisions of Indiana's Section 5311 State Management Plan ("State Management Plan") available at https://www.in.gov/indot/multimodal/transit/documents/ and the FTA's Master Agreement ("FTA Master Agreement"), and all amendments made to it, https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements. By signing this Grant Agreement, the Grantee and the Operator acknowledges that it has received and read these documents and agrees to comply with applicable provisions contained therein.

4. Representations and Warranties of the Grantee and Operator.

A. The Grantee and the Operator expressly represents and warrants to the State that it is statutorily eligible to receive these grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee and the Operator expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee and the Operator certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee or the Operator.

5. Notice to FTA and Sub-Contracting/Third Party Agreement Requirements.

A. The Grantee and Operator understand and agree that, pursuant to the FTA Master Agreement, if there are any current or prospective legal matters that may affect the federal government, the Grantee and Operator must notify the FTA Chief Counsel and the FTA Regional Counsel for the region in which the Grantee is located of the legal matter. The Grantee and Operator, in addition, agree to include in any contracts or third-party agreements considered to be a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220 a clause that requires the other contracting party is to provide the FTA notice of any current or prospective legal matters that may affect the federal government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the federal government include, but are not limited to, the federal government's interests in the Grant, the accompanying Grant Agreement, and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.

B. The Grantee and Operator agree and understand that, pursuant to the FTA Master Agreement, if there are any instances relating to false claims under the False Claims Act, 31 USC § 3729 et seq., or instances of fraud, waste, or abuse, that the Grantee is required to notify the FTA and the United States Department of Transportation (US DOT) Office of the Inspector General (OIG) of the false claims or instances of fraud, waste, or abuse. The Grantee and Operator, in addition, agree to include in any contracts or third-party agreements considered to be a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220 a clause that requires the other contracting party is to provide the FTA notice of any instances relating to false claims under the False Claims Act or instances of fraud, waste, or abuse.

C. The Grantee and Operator further agree and understand that pursuant to the FTA Master Agreement, 2 CFR § 326, and Appendix II to 2 CFR Part 200, that certain clauses will be required in third party contracts using FTA funds; Grantee and Operator agree to include in any contracts or third-party agreements using Grant funds those clauses in Appendix II to 2 CFR Part 200 that are applicable.

6. Design and Implementation of the Project. The Grantee and the Operator shall undertake, carry out and complete the Project as described in its Section 5311 Grant application, filed with and approved by the State and the FTA and herein incorporated by reference, and in accordance with the terms and conditions of this Grant Agreement. Any modification of the Project shall require prior written approval of the State.

7. Project Budget and Budget Modification. The approved Project budget (the "Budget") is set forth in **Exhibit B**, attached and herein incorporated by reference. The Project shall not exceed the amount stated in the Budget without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of the State.

8. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee and the Operator that substantial progress has been made toward completion of the Project prior to making the first payment under this grant. All payments are subject to the State's determination that the Grantee's and the Operator's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within forty-five (45) calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than forty-five (45) calendar days following the end of the quarter in which the services were provided. This right also extends to the State due to a Grantee or Operator's non-compliance with any 5311-program requirement. All final claims and reports must be submitted to the State within forty-five (45) calendar days after the expiration or termination of this Grant Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a quarterly basis only. If grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and the Operator and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

9. Use of Grant Funds/Project Equipment and Property by Grantee and Operator. The Grantee and the Operator understands and agrees that Section 5311 Grant funds provided herein shall be used only to implement the Project in conformance with the Budget and for no other purpose. The Grantee and the Operator shall adhere to the provisions of FTA Circular 9040.1G, "Formula Grants for Rural Areas: Program Guidance and Application Instructions" (available at https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Circular_9040_1Gwith_index_-_Final_Revised_-_vm_10-15-14%281%29.pdf) and any amendments thereto.

A. Purchase of Vehicles and Equipment.

1. Vehicles are purchased through Indiana Department of Administration's ("IDOA") Quantity Purchase Awards ("QPAs"). IDOA is responsible for soliciting, reviewing and approving all bids for vehicles. The purchase of other equipment financed in whole or in part pursuant to this Grant Agreement shall be in accordance with applicable state law and federal standards, including those set forth in OMB Circular A-102, and FTA Circular 4220.1F. The procedures, terms and conditions are described more fully in the State Management Plan.

2. The Grantee shall hold title to all Project equipment, which shall be subject to certain federal standards for use and disposition of Project equipment, and/or facilities as set forth herein.

B. Use of Equipment and Property.

1. The Grantee and the Operator shall observe the Property Management Standards as set forth in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" as it may be amended from time-to-time, and any guidelines or regulations that INDOT or the US DOT may issue.

2. The Grantee and the Operator agrees that Project funds and Project financed equipment, facilities or other property financed by this Section 5311 Grant shall be used for the provision of rural public transportation as specified in the approved application.

3. The Grantee and the Operator shall comply with all of the obligations, and restrictions, relating to Title, Insurance, Operation, Leasing Vehicles and Maintenance as set forth in the State Management Plan.

C. Disposition of Project Equipment and Property. Property acquired pursuant to this Grant Agreement may be disposed of or transferred only in accordance with the procedures set forth in the State Management Plan and the FTA Master Agreement.

10. Project Funding.

A. Local Funding. The Grantee and the Operator shall provide local matching funds in the amount sufficient, together with the authorized Federal and State (if applicable) funds, to assure funding for completion of the Project. The local share shall not be less than the amount stated in the Budget. All local share funds shall be from eligible sources as more fully set forth in the State Management Plan and the FTA Master Agreement.

B. Project Settlement and Close-out. As more fully set forth in the State Management Plan and the FTA Master Agreement, within forty-five (45) days of the completion date of the Project or immediately upon termination of this Grant Agreement by the State, the Grantee and the Operator shall submit a final Project Financial Status Report. Audits shall be performed in accordance with compliance guidelines established by the Indiana State Board of Accounts. The Grantee and the Operator shall undertake the necessary audit as required by 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards." Close-out shall not invalidate any continuing obligations imposed on the Grantee by this Grant Agreement or contained in the final notification or acknowledgment from the State.

11. Monitoring Reviews by the State. As a part of the State monitoring of this Grant, the State will conduct various audits, site visits, and compliance reviews; Grantee and Operator will cooperate with the State and provide all information requested. A failure to cooperate and provide requested information will be considered a material breach of this Grant Agreement. Meetings to review and/or discuss Project activities may be called at any time by the Grantee, the Operator, the State or any other agency with a vested interest in the Project. INDOT reserves the right to monitor and conduct on-site visits without prior notice to the grantee.

12. Audits, Maintenance of Records, and Reports.

A. Audits shall be performed in accordance with compliance guidelines established by the Indiana State Board of Accounts. The Grantee and the Operator shall conduct an annual audit of the Project in accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

B. If the Grantee or the Operator is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC §5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC §5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities), attached and incorporated by reference.

C. The Grantee and the Operator shall permit the State, the FTA, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee and the Operator involving transactions related to this Grant Agreement, and to inspect all Project equipment and property.

D. The Grantee and the Operator shall include in all its contracts under this Grant Agreement a provision that the State, the FTA, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent documents or records of any such contractor involving transactions related to this Grant Agreement for a period of three (3) years from the final payment under this Grant Agreement.

E. The Grantee and the Operator shall maintain all records and shall submit reports as required by the State Management Plan and the FTA Master Agreement.

13. Compliance with Laws.

A. The Grantee and the Operator shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee and the Operator to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and the Operator and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6 *et seq*., IC §4-2-7, *et. seq*., and the regulations promulgated thereunder. **If the Grantee or the Operator has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the grant, the Grantee or the Operator shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this grant.** If the Grantee or the Operator is not familiar with these ethical requirements, the Grantee or the Operator should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at https://www,in.gov/ig/. If the Grantee or the Operator or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this grant immediately upon notice to the Grantee. In addition, the Grantee or the Operator may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee and the Operator certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee and the Operator agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Grantee or the Operator is current in its payments and has submitted proof of such payment to the State.

D. The Grantee and the Operator warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State or the federal government, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee and the Operator agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's or the Operator's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to IDOA. A determination by IDOA shall be binding on the Parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee and the Operator warrants that the Grantee, the Operator and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee and the Operator affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:
   1. The Grantee and the Operator and any principals of the Grantee certify that:
      (A) the Grantee and the Operator, except for de minimis and nonsystematic violations, has not violated the terms of:
         (i) IC §24-4.7 [Telephone Solicitation of Consumers],
         (ii) IC §24-5-12 [Telephone Solicitations]; or
         (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
         in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Grantee and the Operator will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

2. The Grantee and the Operator and any principals of the Grantee and the Operator certify that an affiliate or principal of the Grantee or the Operator and any agent acting on behalf of the Grantee or the Operator or on behalf of an affiliate or principal of the Grantee or the Operator, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

14. Debarment and Suspension. [OMITTED -- See Paragraph 4].

15. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee and the Operator hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Grantee and the Operator will give written notice to the State within ten (10) days after receiving actual notice that the Grantee or the Operator or an employee of the Grantee or the Operator in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of this Grant Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of $25,000.00, the Grantee and the Operator certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's and the Operator's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's and the Operator's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee or the Operator of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

16. Employment Eligibility Verification. As a condition precedent to entering this Grante Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Grantee further affirms that:

A. The Grantee has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any employees.

B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Grantee subsequently learned or learns is an unauthorized alien.

C. The Grantee has required and shall require his/her/its subcontractors, who perform work under this Grant Agreement, to certify to the Grantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

17. Funding Cancellation. As required by Financial Management Circular 3.3 and IC §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

18. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflicts of laws rules. Suit, if any, must be brought in the State of Indiana.

19. Insurance. The Grantee and the Operator shall comply with all applicable requirements for insurance, surety bond requirements and qualifications of self-insurer, and provisions of federal, state and local laws.

20. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act ("ADA"): the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The Grantee certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

B. The Grantee covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

C. INDOT is a recipient of federal funds, and therefore, INDOT requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

D. During the performance of this Agreement, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. <u>Compliance with Regulations</u>: The Grantee shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. <u>Nondiscrimination</u>: The Grantee, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation,

including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.

4. Information and Reports: The Grantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the Grantee under the Agreement until the Grantee complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The Grantee shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Grantee becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Grantee may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the Grantee may request the United States of America to enter into such litigation to protect the interests of the United States of America.

21. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail unless otherwise specifically advised or otherwise required by law.

A. Notices to the State shall be sent to:

ATTN: Section 5311 Program Manager
Indiana Department of Transportation
100 North Senate, N758--Multimodal
Indianapolis, Indiana 46204
Email: LBuckel@indot.in.gov

With a copy to:

ATTN: Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Ave., Room N758--Legal Services
Indianapolis, Indiana 46204

B. Notices to the Grantee shall be sent to:

Adams County Commissioner
313 W. Jefferson Street
Decatur, IN 46733

C. Notices to the Operator shall be sent to:

Adams County Council on Aging
1109 Dayton Street, Room 1
Decatur, IN 46733

D. Notices of any legal matters that may affect the FTA or the federal government must be provided to the FTA Chief Counsel and the FTA Regional Counsel pursuant to the FTA Master Agreement. Contact information can be found at: https://www.transit.dot.gov/about/headquarters-offices.

E. Notices of false claims under the False Claims Act must be provided to the FTA and the US DOT OIG pursuant to the FTA Master Agreement. Information about the contact information for the FTA can be found at https://www.transit.dot.gov/about/headquarters-offices and the reporting process to the US DOT OIG can be found at: https://www.oig.dot.gov/.

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

22. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) the FTA Master Agreement, (2) all federal circulars referenced herein, (3) the State Management Plan, (4) this Grant Agreement, (5) attachments to this Grant Agreement prepared by the State, and (6) the Grant Application. All of the foregoing are incorporated fully herein by reference.

23. Public Record. The Grantee and the Operator acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

24. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's and the Operator's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee and the Operator explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

25. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee and the Operator of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee and the Operator shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee and the Operator exceed the original grant.

26. Travel. [OMITTED -- NOT APPLICABLE].

27. Federal and State Third-Party Contract Provision. [OMITTED -- NOT APPLICABLE].

28. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. [OMITTED -- NOT APPLICABLE].

29. Substance Abuse. As the recipient of federal financial assistance, the Grantee and the Operator shall comply with the "Governmentwide Requirements for a Drug-Free Workplace (Financial Assistance)" found at 49 C.F.R. Part 32, implementing the Drug-Free Workplace Act of 1988, 41 U.S.C. §§701, et. seq. and with the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, implementing 49 U.S.C. §5331, all of which are incorporated by reference.

30. Prohibited Telecommunications and Video Surveillance Equipment and Services. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Grantee and the Operator is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

(A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

(B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Grant Agreement. The Grantee and the Operator shall be responsible to ensure that any subcontractors or subgrantees are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Grant Agreement.

31. State Boilerplate Affirmation Clause. [OMITTED].

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

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

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

GRANTEE: Adams County Commissioners

Signed by:

By: Steve Bailey

A41C8E358645454...

Steve Bailey
Steve Bailey

Title: Chairman, County Commissioners

Date: 11/21/2025 | 07:23 PST

OPERATOR: Adams County Council on Aging

Signed by:

By: Michelle Lengerich

614735E4ED904B4...

Michelle Lengerich
Michelle Lengerich

Title: Executive Director

Date: 11/21/2025 | 14:08 EST

Indiana Department of Transportation

DocuSigned by:

By: Martin J Blake - 00800 (for)

3D3D14B38EA1466

Lyndsay Quist, Commissioner

Date: 11/21/2025 | 11:15 PST

This grant was reviewed and approved by agency legal counsel prior to signatures.

Electronically Approved by: Department of Administration By: (for) Brandon Clifton, Commissioner *Refer to Electronic Approval History found after the final page of the Executed Contract for details.*	
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director *Refer to Electronic Approval History found after the final page of the Executed Contract for details.*	Approved as to Form and Legality: Office of the Attorney General ***Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on September 19, 2025. FA 25-66***

EXHIBIT A

PROJECT DESCRIPTION

The **Adams County Council on Aging** shall provide rural public transportation services as described in its Section 5311 grant application filed with, and approved by, the State and the FTA, and incorporated by reference, and in accordance with the terms and conditions of this Grant Agreement. Modification of the Project shall require prior written approval of the State.

EXHIBIT B
PROJECT BUDGET

Subricipient Name:	**Adams County**	
Subricipient SAMS:	**LRXWWVQJYG95**	
Federal Award Identification Number (FAIN):	**IN-2025-013-00**	**IN-2024-008-00**
Federal Award Date of Reward by Federal Agency:	**8/1/2025**	**8/21/2024**
Period of Performance End Date:	**12/31/2028**	**3/31/2029**
Approved Indirect Cost Rate for Contract Period	**23.87%**	

5311 FUND - OPERATING ASSISTANCE 50% FEDERAL SHARE		
Total Allowable Operating Expenses		$550,000.00
Fare Revenue		$50,000.00
Special Transit Fare Revenue		$0.00
Auxillary Transit Revenue		$0.00
Non-transit Revenue		$0.00
Contra Revenue		$0.00
REIMBURSEABLE NET PROJECT EXPENSES		**$500,000.00**
Federal 5311 Operating Funds (Not to exceed 50% NPE)		$250,000.00
State Public Mass Transit Funds (PMTF)		$41,000.00
Local Funds		$209,000.00
TOTAL OPERATING REVENUE		**$500,000.00**

EXHIBIT C
Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC § 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
    a. There is no filing fee to do this.
    b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
    c. The E-1 electronical submission site is found at https://gateway.ifionline.org/login.aspx
    d. The Gateway User Guide is found at https://gateway.ifionline.org/userguides/E1guide
    e. The State Board of Accounts may request documentation to support the information presented on the E-1.
    f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.

2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs

3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.