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AMERICAN RESCUE PLAN FISCAL RECOVERY FUNDS AGREEMENT

Between Porter County Government, Indiana and Pleasant Township

THIS AGREEMENT is made and entered into by and between the County of Porter County, Indiana, with its principal offices at 155 Indiana Ave., Valparaiso, Ind., 46383 (the “County”) and Pleasant Township, Porter County, Indiana with its principal offices at 205 S. Maple St., Kouts, Indiana (the “Township”)

WHEREAS, on March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act (ARPA), providing federal funding relief to American workers, families, industries, and states and local governments to respond to and recover from the COVID-19 pandemic; and

WHEREAS, on May 25, 2021, the County received its first tranche of \$33,096,066 allocated to it through the ARPA’s Coronavirus State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, on January 6, 2022, U.S. Treasury issued a Final Rule (Final Rule) on eligible uses of the SLFRF; and

WHEREAS, on August 2, 2022, the Porter County Commissioners adopted an SLFRF plan that allocated \$150,000 for enhancements to the Pleasant Township pool owned and operated by Pleasant Township; and

WHEREAS, on September 20, 2022, the Porter County Council approved the \$150,000 appropriation for said project.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term:

This Agreement shall commence when last executed by all parties and shall remain in effect through December 31, 2026, the deadline for expending all SLFRF funds obligated by the Township by July 1, 2024.

2. County SLFRF Funds to be Allocated:

The County SLFRF funds to be allocated to the Township under this Agreement shall not exceed \$150,000.

3. SLFRF Subaward Provisions:

The Township acknowledges that the SLFRF allocation constitutes a subaward that, per the Final Rule, means the Township is carrying out a SLFRF program or project on behalf of the County, and as such the Township is subject to monitoring and reporting requirements.

4. Limitations Regarding the Use of the SLFRF Funds:

The Township shall ensure that all expenditures utilizing the SLFRF funds received in accordance with this Agreement are limited for the following purposes:

To enhance the safety of patrons and to provide long-term maintenance of the Pleasant Township Pool by repairing and installing a new pool membrane and pool deck, as discussed at the April 26, 2022 public meeting of the Porter County Infrastructure and Facilities Subcommittee meeting.

5. Required Supporting Documentation:

The Township agrees to provide the County with any requested information necessary for the County to be assured that the Township's proposal(s) constitutes an eligible use of the SLFRF funds. The Township acknowledges that the County has full discretion to reject a distribution of SLFRF dollars if the County deems the information provided is not complete or satisfactory.

6. Release of SLFRF Subaward:

The County will release the Township's SLFRF award in the following manner:

Direct Invoicing: The County will process payments upon receiving from the Township an Accounts Payable voucher, on a form prescribed by the Indiana State Board of Accounts, with supporting documentation for each claim submitted. The Township agrees to provide the County with any requested information related to the voucher and supporting documentation. The County agrees to process payment for accepted claims promptly.

7. Obligated and Expended SLFRF funds:

The Township must expend all of its SLFRF allocation by July 1, 2024 or document to the County that it has obligated its remaining balance by that date. As stated in the Final Rule, an "obligation" means "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." Any obligated Township SLFRF dollars must be expended by December 31, 2026. For purposes of this Agreement, "expended" means documented proof of payment made for a program or service.

8. End of Project

The Township agrees to report to the Auditor's Office when its approved projects are complete and no further expenditures needed. Any balance in the Township's account will revert to the County's use.

9. Forfeiture of Subrecipient SLFRF Allocation:

The Township will forfeit all or part of its SLFRF allocation if it fails to adhere to all terms and conditions in this Agreement at any time that the Agreement remains in effect. The Township will forfeit any or all of the balance of its SLFRF allocation if it fails to document that it has obligated its remaining balance by July 1, 2024. In the event all or part of the SLFRF allocation is forfeited, the County reserves the right to un-appropriate the Township's allocation. In the event that the Township contractor cannot fulfill the terms of an obligation for which SLFRF funds have been expended, the Township will reimburse the County for the payments made on its behalf.

10. Disputes:

The Township's Accounts Payable vouchers and all supporting documentation will be submitted by the Township to the Porter County Auditor's office. In the event of a dispute over acceptable documentation or any other matter relevant to this Agreement, the Township may file an appeal

with the Porter County Commissioners, with the appeal terms to be decided by the Commissioners.

11. Township Compliance Matters:

The Township shall comply with all applicable federal, state, and local laws, rules, and regulations in its performance of this Agreement including, but not limited to, prevailing wage laws, procurement standards, and conflicts of interest standards.

12. Non discrimination:

The Township, its assignees, delegates, or any subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, gender, sexual orientation, gender identification, marital status, veteran status or the presence of any disability.

13. Commitment by County to Assist the Township:

The County agrees to provide the Township with assistance in such ways as guidance regarding compliance with the Final Rule, submission of an acceptable Accounts Payable voucher, and information regarding updated directives or interpretations that might affect the Township in its performance of this Agreement.

14. Hold Harmless and Indemnification

The Township shall hold harmless, indemnify, and defend the County and its officers, officials, employees and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorney's fees in defense thereof, for any injury, sickness, disability or death to persons or damages to property or businesses, arising in connection with the Township's use of its SLFRF subaward, or caused or occasioned in whole or in part by reasons of the presence of the Township, or its subcontractors or their property upon or in proximity of the property of the County. The Township's obligations shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach or any common law, statutory or other delegated duty by the Township or the Township's employees, agents, or subcontractors.


15. Amendments

The County has sole discretion to amend this Agreement in the event of changing regulations, directives, or policies at the federal, state, or local level, or for any reason it believes to be in the best interests of the County. The County shall give the Township 10 days advance written notice of any amendments. The amended Agreement shall take effect upon execution by all parties. Provisions in this Agreement subject to amendment shall become null and void upon the County's notice to the Township.

16. Termination

The County may terminate this Agreement in whole or part whenever the County determines, in its sole discretion, that such termination is in the best interest of the County. The County will give the Township 10 days advance written notice of termination. In such an event, the County shall pay the Township for any invoices previously and properly submitted in accordance with all provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective on the last date signed.




Jeff Good
Porter County Commissioner President




Joshua Birky
Pleasant Township Board President

ATTEST:



Vicki Urbanik
Porter County Auditor



Date