

GRANT AWARD AGREEMENT

This Grant Award Agreement (hereinafter referred to as “Agreement”), entered into by and between the **Consolidated City of Indianapolis and Marion County Indiana, by and through its Office of Public Health and Safety**, (hereinafter referred to as “City”) and **ST RICHARD S EPISCOPAL SCHOOL INC dba HORIZONS RICHARDS EPISCOPAL SCHOOL** (hereinafter referred to as “Grantee”), is executed pursuant to the terms and conditions set forth herein.

Terms and conditions:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The “Agreement,” as referred to herein, shall mean this Agreement executed by City and Grantee, and shall include these Terms and Conditions, any Attachments described herein and attached hereto, and any written supplemental agreement or modification entered into between City and Grantee, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Grantee. No conflicting statements, promises, or agreements, in writing or verbal, have been made by City or Grantee which in any way modify, vary, alter, enlarge, or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only by means of a writing signed by both City and Grantee.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Grantee or other rights or obligations of City or Grantee, the document or provision thereof expressing the greater quantity, quality, or scope of service or imposing the greater obligation upon Grantee and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, whether made by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.06 Where the term “Revised Code” is used, it shall mean the municipal ordinances of Indianapolis-Marion County, Indiana, which ordinances are collectively and formally known as the “Revised Code of the Consolidated City of Indianapolis and Marion County, Indiana.”

SECTION II. DUTIES OF GRANTEE

- 2.01 Grantee shall perform the work and services described in Attachment A which is attached hereto and fully incorporated into this Agreement by reference. Grantee shall further be responsible for, if applicable, ensuring that all partner entities perform the work and services specified for their respective entities in Attachment A.
- 2.02 Grantee shall collect and maintain accurate records of the services performed throughout the Term of this Agreement, in accordance with the reporting requirements set forth in this Agreement and Attachment A. If, at any point during the Term of this Agreement, Grantee becomes aware that it will be unable to collect and maintain records in accordance with Attachment A, it must promptly notify City in writing and submit a records-keeping and metrics plan. Addition of said records-keeping and metrics plan to Attachment A will become effective only with City's approval and execution of a written instrument signed by both City and Contractor and attached hereto as an amendment.
- 2.03 Upon written request from City, Grantee's records of services performed pursuant to Attachment A are subject to inspection or review by City at any reasonable time. Grantee shall make its offices, and other places where services are performed, available for site visit by City's representatives at any reasonable time, after receiving said notice from City.
- 2.04 City may conduct a mid-Term review process that may include examination of Grantee progress, inspection of Grantee's books and records, and site visits to Grantee and all partner entities, if any. If, as a result of the mid-Term review process, City determines that Grantee has failed to fulfill its responsibilities in accordance with Attachment A or has failed to fulfill the requirements of Paragraphs 2.01 through 2.04 of this Agreement, City shall provide Grantee written notice of the deficiency of its performance and permit Grantee a reasonable period of at least ten (10) days for written response explaining or otherwise justifying Contractor's failure to perform.

SECTION III. TERM

- 3.01 The term of this Agreement (the "Term") shall begin on November 1, 2024 and shall end on December 31 2025, unless the Agreement is terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.01 Grantee proposes to furnish all labor, materials, and supplies necessary to complete the services set forth in Attachment A and

in accordance with the budget set forth in Attachment B, which is attached hereto and fully incorporated herein by reference. In exchange, Grantee shall be compensated in the total not to exceed grant award amount of **Seventy-Five Thousand Dollars (\$75,000.00)** (“Grant Award”).

4.02 Grantee hereby agrees that if it fails to perform the services described in Section II of the Agreement and Attachment A, upon receipt of written notice from the City, and a reasonable opportunity to cure, it shall promptly refund the consideration paid, pro-rata through the date of non-performance in accordance with the termination provisions set forth in Paragraph 5.08 of this Agreement. This section 4.02 shall not limit City’s other remedies for breach as set forth in Paragraph 5.08 or as permitted under law.

SECTION V. GENERAL PROVISIONS

5.01 Grantee not employee or agent of City. The Parties agree that Grantee is receiving a contract in the form of a grant as that term is commonly used and is not an employee or agent of the Consolidated City of Indianapolis and/or Marion County. As such, Grantee is solely responsible for all taxes and none shall be withheld from the sums paid to Grantee. Grantee acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Grantee has no authority, express or implied, to bind or obligate City in any way.

5.02 Subcontracting.

5.02.1 Approval required. The Parties agree that Grantee shall not subcontract, assign, or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment, or delegation, Grantee shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are sublet, assigned, or delegated. City shall have no obligation whatsoever toward such persons. Grantee shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Grantee of any responsibility for performing under this Agreement.

5.02.2 Prompt Payment Required. If applicable, Grantee shall pay any subcontractors and/or suppliers funds due within fifteen (15) business days of an invoice. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers and Grantee shall provide such documentation within fourteen (14) days of such request.

5.02.3 Minority, Women's, Veteran's, or Disability-Owned Business Enterprise Participation. To the extent Grantee uses subcontractors or other agents in the performance of services under this Agreement, Grantee shall either:

- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
- (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Grantee shall also comply with the requirements and be subject to the penalties for non-compliance referenced in the Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DBE Business Utilization Plan found at <https://www.indy.gov/activity/certify-your-minority-women-veteran-disability-owned-business> and in Article IV of Chapter 202 of the Revised Code of the Consolidated City and County.

Failure of Grantee to comply with this section shall constitute a material breach of this Agreement.

5.03 Necessary Documentation. Grantee certifies that it will furnish City, if reasonably requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or regulations of the City of Indianapolis, the County of Marion, other local government units, the State of Indiana, or the United States. Grantee further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the Agreement Term. Grantee's failure to comply with this paragraph constitutes a material breach of this Agreement.

5.04 Confidentiality.

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Each party understands that the information provided to it or obtained from the other party during the performance of the services is confidential and may not, without prior written consent of the disclosing party, be disclosed to a person not in the disclosing party's employ except to its employees or agents who have a need to know. Except as otherwise set forth in the Scope of Services, Grantee's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information

that: (a) was known by the receiving party at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain other than through breach of this Agreement; (c) is made known to the receiving party by a third person who does not impose any obligation of confidence on such party with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon the receiving party shall provide notice to the disclosing party prior to such disclosure; or (e) is independently developed by the receiving party without references to the confidential information.

5.04.2 Neither party shall, under any circumstances, release information provided to it by, or on behalf of, the other party that is required to be kept confidential by the disclosing party pursuant to applicable law, except as contemplated by Section 5.04.1(d), above.

5.04.3 Grantee acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code. Use by the public of any document or the information contained therein shall not be considered an act of City.

5.05 Records; Audit. Grantee shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Grantee shall make such materials available during the Agreement period and for three (3) years from the date of final payment under this Agreement. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Trademarks and Ownership of Works.

5.06.1 “Works” means works of authorship fixed in any tangible medium of expression by Grantee or its officers, employees, agents, or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Grantee, either solely or jointly with City, in the course of Grantee’s performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City’s request, Grantee will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Grantee shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Grantee shall be responsible for loss or damage to the

Works while they are in Grantee's possession or control. Any loss or damage shall be restored at Grantee's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Grantee shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Grantee shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Grantee prior to or acquired by Grantee during the performance of this Agreement. Grantee also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Grantee prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a list of such Pre-Existing Works, if applicable, is attached to this Agreement.

5.07 Insurance. Grantee shall, as a condition precedent to this Agreement, purchase and thereafter maintain insurance coverage sufficient to protect itself considering the scope and nature of the services completed herein. Contractor shall name the City as additional insured on said policy and provide to City, upon request, a Certification of Insurance evidencing said coverage with the City named as additional insured.

5.08 Termination for Cause or Convenience.

5.08.1 Termination for Cause. If Grantee becomes insolvent, or if it refuses or fails to perform the work and services required by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, including but not necessarily limited to circumstances expressly described elsewhere in this Agreement as constituting material breaches of the Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, upon providing Grantee (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination and a reasonable opportunity to cure the default in accordance with section 4.02. Notice of non-compliance pursuant to Paragraph 2.05 of this Agreement and an opportunity to respond in writing satisfies the notice and consultation requirement of this paragraph. In determining the amount of reimbursement to be demanded from Grantee upon such termination for cause, no amount shall be allowed for anticipated profit on unperformed services or other work. If City terminates for cause after Grantee's material breach of the Agreement, City shall be entitled to pro-rata

reimbursement for services Grantee has not performed as of the date of material breach and to reimbursement for all services that have failed to comply with the material terms and conditions of the Agreement, regardless of when such non-conforming services were completed.

5.08.2 Termination for City's Convenience. This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Grantee is given (1) not less than thirty (30) calendar days written notice of City's intent to terminate and (2) an opportunity for consultation prior to termination. If City terminates for convenience, Grantee shall be entitled to retain the portion of the grant funds that Grantee can demonstrate have actually been expended on services performed in accordance with Attachment A as of the date of notice of termination for City's convenience.

5.08.3 Upon receipt of notice of termination for cause or termination for convenience, Grantee shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Grantee in performing this Agreement, whether completed or in process.

5.08.4 If, after City terminates for cause, it is determined that Grantee was not in default or cause did not exist to terminate the Agreement under sub-paragraph 5.08.1 above, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the grant amount provided for in this Agreement shall be made as provided in sub-paragraph 5.08.2 and such adjustment shall be Grantee's sole remedy and recovery.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Limitation of Liability. Except in connection with a payment obligation, an indemnification obligation or a confidentiality obligation hereunder, the aggregate amount of any liability of one Party to the other for any claim(s) arising from or relating to the Agreement, shall be limited to direct provable damages and shall not exceed, in any event, the amount actually paid by City to Grantee.

5.11 Indemnification. Grantee agrees to indemnify, defend, and hold harmless City, and its officers, agents, officials and employees for any and all third-party claims, actions, causes of action, judgments and liens to the extent they arise out of Grantee's (i) breach of any provision of this Agreement, and/or (ii) violation of applicable law. Such indemnity shall include reasonable attorneys' fees and all reasonable costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.12 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To the Grantee:

ST RICHARD S EPISCOPAL SCHOOL INC dba
HORIZONS RICHARDS EPISCOPAL SCHOOL
Attn: Dr. Leslie Hosey
33 East 33rd Street
Indianapolis, IN 46205

To the City:

Office of Public Health and Safety
Attn: Director
200 E. Washington St., Suite 2141
Indianapolis, IN 46204

5.13 Disputes. Grantee shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Grantee and City may otherwise agree in writing. Should Grantee fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Grantee as a result of such failure to proceed shall be borne by Grantee, and Grantee shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.14 Non-discrimination. Grantee and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Violation of this section shall be regarded as a material breach of this Agreement.

5.15 Conflict of Interest.

5.15.1 Grantee certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will

participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.15.2 For purposes of compliance with IC 36-1-21, Grantee certifies and warrants to City that Grantee, or a person who wholly or partially owns Grantee, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

5.16 Non-contingent Fees. Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.17 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies, or other causes beyond such party’s reasonable control (hereinafter referred to as Force Majeure Events), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.18 Applicable Laws; Forum.

5.18.1 Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Grantee to determine whether the provisions of the Agreement require formal modification.

5.18.2 This Agreement shall be construed in accordance with the laws of the State of Indiana without regard to conflict of laws principles, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of

Marion. The courts of Marion County, Indiana shall be the exclusive forum for any dispute arising out of this Agreement.

- 5.19 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.20 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.21 Attorneys' Fees. Grantee shall be liable to City for any reasonable attorneys' fees incurred by City in connection with the collection of or attempt to collect, any damages arising from the negligent or wrongful act or omission of Grantee, or from Grantee's failure to fulfill any responsibilities provided for herein.
- 5.22 Successors and Assigns. City and Grantee each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Grantee shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.23 Authority to Bind. Notwithstanding anything in this Agreement to the contrary, the signatory for each party represents that he/she has been duly authorized to execute agreements on behalf of such party and has obtained all necessary or applicable approval from its home office to make this Agreement fully binding upon the party when his/her signature is affixed and accepted by the other party.
- 5.24 Debarment and Suspension.
- 5.24.1 Grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means 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 Grantee.

- 5.24.2 Grantee certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.24.3 Grantee shall provide immediate written notice to City if, at any time after entering into this Agreement, Grantee learns that its certifications were erroneous when submitted, or that Grantee is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall constitute a material breach of the Agreement and entitle City to terminate for cause pursuant to Paragraph 5.08.1 of the Agreement.
- 5.24.4 Grantee shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. Violation of this provision shall constitute a material breach of the Agreement and entitle City to terminate for cause pursuant to Paragraph 5.08.1 of the Agreement.
- 5.25 Compliance With E-Verify Program. By executing this Agreement, Grantee affirms under the penalties of perjury that Grantee does not knowingly employ an unauthorized alien. Grantee further agrees that:
- 5.25.1 Grantee shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. Grantee is not required to participate should the E-Verify program cease to exist. Additionally, Grantee is not required to participate if Grantee is self-employed and does not employ any employees.
- 5.25.2 Grantee shall not knowingly employ or contract with an unauthorized alien. Grantee shall not retain an employee or contract with a person that Grantee subsequently learns is an unauthorized alien.
- 5.25.3 Grantee shall require its subgrantees and subcontractors, who perform work under this Contract, to certify to Grantee that the subgrantee or subcontractor does not knowingly employ or contract with an unauthorized alien and that the subgrantee or subcontractor has enrolled and is participating in the E-Verify program. Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subgrantee or subcontractor.
- 5.25.4 If Grantee is in violation of IC § 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach.

5.26 Key Persons. [omitted]

5.27 Post-Employment Restrictions. Grantee certifies to City that no employee, contract employee, or sub-contractor of Grantee:

5.27.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;

5.27.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Grantee under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Grantee in writing;

5.27.3 Has violated any provision of Chapter 293 of the Revised Code regarding the solicitation, negotiation, awarding, or the performance of this Agreement;

5.27.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and

5.27.5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of *lobbying activity* (as that term is defined in Section 909-101 of the Revised Code) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Grantee.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Grantee from eligibility for future city or county purchasing, bids, contracts, or projects.

5.28 Wage Theft/Payroll Fraud. Grantee shall report, and shall require its subgrantees and/or subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Grantee, its subgrantees, or its subcontractors (as the case may be) to City's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against Grantee with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies.

By executing this Agreement, Grantee affirms under the penalties of perjury that Grantee has not had any adverse determinations

rendered against it within the preceding three (3) years.

- 5.29 Additional Information Upon Request. Grantee shall, upon request of City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.
- 5.30 Signatures. Signatures may be executed in counterparts as well as by facsimile or electronic form.

[Signature Page to Follow]

ATTACHMENT A – SCOPE OF SERVICES

1. **Project Purpose.** The Office of Public Health and Safety’s (OPHS) Division of Community Violence Reduction is responsible for intervening in violence in Indianapolis neighborhoods, building the capacity of grassroots organizations engaged in violence prevention, and ensuring resources reach the residents who need them most. One of the key priority areas to promote this work is investment in prevention and youth-focused services, particularly those directed to historically underserved and under-resourced individuals. Horizons at St. Richard's Episcopal School (Horizons) provides a tuition-free, six-week summer program designed to serve 150+ diverse Indianapolis youth from families eligible for free or reduced lunch. Youth from historically marginalized communities face significant disparities in education, enrichment opportunities, food security, physical safety, and access to mental health care. These disparities have a profound and long-lasting impact on the development of youth, resulting in significant opportunity gaps and increased risks of youth becoming involved in unsafe behaviors. This grant agreement of funds will enable capacity building for a greater reach and impact with our City's youth in need.

2. **Project Description.** The goals of the Horizons summer youth program are to help students (1) make academic gains of at least six weeks in reading and math; (2) complete at least one polished piece of writing by the end of summer; (3) feel they have gained expertise in the grade-level theme through project-based learning and five field trips over the summer; (4) improve in swim proficiency and physical fitness through swim lessons; (5) develop increased emotional self-awareness and regulation skills to better handle big emotions; (6) feel seen, heard, and supported as vital members of a caring community; and (7) have fun and want to return next summer. To effectuate these things, the program costs are approximately \$3,500 per child for the summer. Tuition is provided to all families at no charge, so funding for the program is completely contingent on fundraising and donations, limiting the ability of Horizons to grow over time. As a part of this capacity-building grant, City will provide Horizons funding for a grant writing consultant, to be able to apply for other, diverse sources of funds at the local, state, and federal levels, and/or other competitive philanthropic funding opportunities. City capacity building funds will also be granted to staff professional development to gain additional training on topics such as conflict resolution, peer mediation, and restorative practices in the classroom. Grant funds will also be dedicated to growing the Middle School-High School Mentorship Program, as well as strategic planning for the organization.

3. **Invoicing & Payment.** Grant fund payments will be disbursed to grantee in two payment installments. Half of the project funds will be provided in advance, to allow for start-up costs and rapid scale of programmatic efforts. The second half of project funds will be paid in 2025, after a demonstration of project progress toward the City’s goals and objectives for the program. Grantee will provide City with two invoices (one for the first payment, and one for the second) prior to December 31, 2024.

4. **City Monitoring.** OPHS staff will conduct at least one (1) site visit over the course of the grant period of performance to monitor compliance and programmatic activities. This may include but is not limited to:

a desk audit of financial and supportive documentation and observation of the facilities and administration of program activities. OPHS staff will notify the grantee at least two (2) weeks in advance of any such visit and will make all reasonable efforts to coordinate a time that is agreeable to both Grantee and the City. City will promptly notify grantee of any concerns or deficiencies discovered as a result of monitoring and will give Grantee a reasonable time to cure. Failure to cure could prevent future disbursements of funding or could necessitate a return or partial return of funds already disbursed.

5. Reporting

- **Quarterly Reports.** Grantee will submit a quarterly report to the OPHS Assistant Director, detailing project progress to date. Quarterly reports should include quantitative data gathered from the previous quarter, accompanied by an analysis of any trends, with recommendations for any changes to implement in the upcoming quarter. Quarterly reports must be received on their due dates. Reporting periods and due dates for quarterly reports are as follows:

Quarter	Reporting Period	Due Date
Q4 2024	October 1, 2024 – December 31, 2024	January 31, 2025
Q1 2025	January 1, 2025 – March 30, 2025	April 30, 2025
Q2 2025	April 1, 2025 – June 30, 2025	July 31, 2025
Q3 2025	July 1, 2025 – September 30, 2025	October 31, 2025
Q4 2025	October 1, 2025 – December 31, 2025	January 31, 2026

- **Final Report.** Within thirty (30) days of the end of the Project Term, Grantee will provide to City a final report on the Project, including a full breakdown of Project spending and data-supported conclusions concerning the results of the expenditures in meeting the City’s goals for the program. This should also include narrative detail regarding any successes, challenges, trends, and recommendations. The due date for the Final Report is January 31, 2026.


6. Acknowledgement of Grant Requirements & Security Commitment. By executing this grant award, grantee acknowledges and agrees to comply with all requirements related to eligible use of funds, timely & accurate financial and programmatic reporting, timely grant closeout, and prompt return of any unspent funds. Grantee hereby agrees that if it fails to perform the work described in this Attachment A, upon receipt of written notice from the City, and a reasonable opportunity to cure, it shall promptly refund the project funds paid, pro-rata through the date of non-performance in accordance with the termination provisions set forth in Paragraph 5.08 of this Agreement.

ATTACHMENT B - BUDGET


Capacity Area	Description	Amount
Development	Funding to contract with a GRANT WRITING CONSULTANT to grow our fundraising efforts. Sustainability of our program relies on Horizons being able to offer competitive wages to the licensed educators that lead our classrooms each summer, year-round staff with experience in the out-of-school time arena, and high-quality enrichment partnerships. Horizons is working to increase the number and size of grants for which we are able to apply. With a full-time staff of two individuals, capacity to increase grant-writing efforts is not possible.	\$25,000
Programming	Funding to increase STAFF PROFESSIONAL DEVELOPMENT to build Horizons' teachers capacity to implement conflict-resolution, peer-mediation, and restorative practice strategies within Horizons' classrooms.	\$10,000
Programming	Funding to hire a one-time consultant to build out a MIDDLE SCHOOL-HIGH SCHOOL MENTORSHIP PROGRAM. With a full-time staff of two individuals, there is no capacity to develop new, expanded programming. This funding would allow Horizons to develop procedures, systems, and volunteer management and training to begin a mentorship program that our dedicated volunteers could help manage once it is in place.	\$25,000
Governance	Funding to engage in our next three year STRATEGIC PLAN. Horizons is nearing the end of our current strategic plan in March of 2025. Due to current budget constraints as we increase fundraising and development efforts, strategic planning would need to be postponed to the next budget year and not be able to begin until 2026. This funding would allow us to contract a consultant to lead us through the strategic planning process in 2025, which would lead to stronger governance and future planning for the organization.	\$15,000
TOTAL		\$75,000

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


CONTRACTOR

By:  Date: 12/11/2024
Signature ID: 12819120996
 Printed: LESLIE HOESY
 Title: head of School
 Company: ST RICHARD S EPISCOPAL SCHOOL INC

AGENCY/DEPARTMENT

By:  Date: 12/11/2024
Signature ID: 12819120996
 Printed: Joseph Brinkman
 Title: Interim Director
 Agency/Department: OFFICE OF PUBLIC HEALTH AND SAFETY

APPROVED AS TO AVAILABILITY OF FUNDING

By:  Date: 12-11-24
 Printed: Abigail Hanson
 Title: Controller
 Agency/Department: OFFICE OF FINANCE AND MANAGEMENT

APPROVED AS TO FORM AND LEGALITY

By: 

Date: 12.11.24

Printed: Ethan Hudson

Title: Legal Counsel

Agency/Department: OFFICE OF CORPORATION COUNSEL