

ENERGY AND NATURAL RESOURCES

White River State Park

This section outlines the White River State Park internal review of DEI positions, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

WRSP did not have a department dedicated to DEI initiatives.

DEI Staff Positions

WRSP does not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

WRSP does not have a DEI mission or value statement.

Programs Administered to the Public

WRSP did not administer any DEI programs to the public.

Grant Conditions

WRSP does not require any DEI grant conditions

Training/Instruction Administered to the Employees

WRSP did not participate in any DEI trainings for employees

Job Applicant Requirements

WRSP did not maintain any DEI job applicant requirements.

Office of Utility Consumer Counselor

This section outlines the Indiana Office of Utility Consumer Counselor's internal review of DEI positions, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

The OUCC did not have a department dedicated to DEI initiatives.

DEI Staff Positions

The OUCC does not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

The OUCC does not have a DEI mission or value statement.

Programs Administered to the Public

The OUCC did not administer any DEI programs to the public.

Grant Conditions

The OUCC does not require any DEI grant conditions

Training/Instruction Administered to the Employees

The OUCC did not participate in any DEI trainings for employees

Job Applicant Requirements

The OUCC did not maintain any DEI job applicant requirements.

Office of the Chemist and Seed Commissioner

This section outlines the Indiana Office of the Chemist and Seed Commissioner's internal review of DEI positions, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

The Office did not have a department dedicated to DEI initiatives.

DEI Staff Positions

The Office does not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

The Office does not have a DEI mission or value statement.

Programs Administered to the Public

The Office did not administer any DEI programs to the public.

Grant Conditions

The Office does not require any DEI grant conditions

Training/Instruction Administered to the Employees

The Office did not participate in any DEI trainings for employees

Job Applicant Requirements

The Office did not maintain any DEI job applicant requirements.

Office of Energy Development

This section outlines the Indiana Office of Energy Development's internal review of DEI positions, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

The OED did not have a department dedicated to DEI initiatives.

DEI Staff Positions

The OED does not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

The OED does not have a DEI mission or value statement.

Programs Administered to the Public

The OED did not administer any DEI programs to the public.

Grant Conditions

The OED does not require any DEI grant conditions

Training/Instruction Administered to the Employees

The OED did not participate in any DEI trainings for employees

Job Applicant Requirements

The OED did not maintain any DEI job applicant requirements.

Natural Resources Commission

This section outlines the Indiana Natural Resources Commission's internal review of DEI positions, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

The Commission did not have a department dedicated to DEI initiatives.

DEI Staff Positions

The Commission does not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

The Commission does not have a DEI mission or value statement.

Programs Administered to the Public

The Commission did not administer any DEI programs to the public.

Grant Conditions

The Commission does not require any DEI grant conditions

Training/Instruction Administered to the Employees

The Commission did not participate in any DEI trainings for employees

Job Applicant Requirements

The Commission did not maintain any DEI job applicant requirements.

Indiana Utility Regulatory Commission

This section outlines the Indiana Utility Regulatory Commission's internal review of DEI positions, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

The Commission did not have a department dedicated to DEI initiatives.

DEI Staff Positions

The Commission does not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

The Commission does not have a DEI mission or value statement.

Programs Administered to the Public

The Commission did not administer any DEI programs to the public.

Grant Conditions

The Commission does not require any DEI grant conditions.

Training/Instruction Administered to the Employees

The Commission did not participate in any DEI trainings for employees.

Job Applicant Requirements

The Commission does not maintain any DEI job applicant requirements.

Indiana War Memorials Commission

This section outlines the Indiana War Memorials Commission's internal review of DEI positions, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

The IWMC did not have a department dedicated to DEI initiatives.

DEI Staff Positions

The IWMC does not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

The IWMC does not have a DEI mission or value statement.

Programs Administered to the Public

The IWMC did not administer any DEI programs to the public.

Grant Conditions

The IWMC does not require any DEI grant conditions

Training/Instruction Administered to the Employees

The IWMC did not participate in any DEI trainings for employees

Job Applicant Requirements

The IWMC did not maintain any DEI job applicant requirements.

Indiana State Museum

This section outlines the Indiana State Museum's internal review of DEI positions, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

The ISM did not have a department dedicated to DEI initiatives.

DEI Staff Positions

The ISM does not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

The ISM does not have a DEI mission or value statement.

Programs Administered to the Public

The ISM did not administer any DEI programs to the public.

Grant Conditions

The ISM does not require any DEI grant conditions

Training/Instruction Administered to the Employees

The ISM did not participate in any DEI trainings for employees

Job Applicant Requirements

The ISM did not maintain any DEI job applicant requirements.

Board of Animal Health

This section outlines the Board of Animal Health's internal review of DEI position, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

The Board did not have a department dedicated to DEI initiatives.

DEI Staff Positions

The Board did not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

- The Board does not have a mission or value statement involving DEI.

Programs Administered to the Public

- The Board uses state contracting templates and requirements as directed by the Office of the Attorney General and the Indiana Department of Administration. These templates have included clauses for Minority Business Enterprises compliance. BOAH will continue to use the templates and instructions of the Attorney General and IDOA.

Grant Conditions

- The Board does not have grant conditions involving DEI.

Training/Instruction Administered to the Employees

- The State Personnel Department has prepared an affirmative action plan for BOAH approval. BOAH intends to follow the direction from SPD regarding whether this needs to be continued.
- The United States Department of Agriculture has offered, but not required, DEI training for BOAH employees. This has been utilized as BOAH meat and poultry staff's civil rights training that comes from the federal government. BOAH will work with the federal government as required, while also ensuring compliance with EO 25-14.

Job Applicant Requirements

- The Board does not have job applicant DEI requirements.

Indiana Department of Environmental Management

This section outlines the Indiana Department of Environmental Management's ("IDEM") internal review of DEI positions, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

IDEM did not have a department dedicated to DEI initiatives.

DEI Staff Positions

IDEM did not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

IDEM did not have any DEI principles in its Mission Statement or Values Statement.

Programs Administered to the Public

- IDEM's Environmental Stakeholder Engagement Program ensures that stakeholders are able to participate in and understand agency actions, as outlined in the agency's Nondiscrimination Policy. The program employs two full-time ESE Coordinators to assist stakeholders with participating in or having a better understanding of agency actions. In January of 2025, the program and policy were re-named from "Stakeholder Inclusion" to "Stakeholder Engagement" to better represent the purpose of the program and to comply with Executive Order 25-14. The program, which includes plain English responses for stakeholders in interpreting technical and scientific bases for IDEM decisions, translation of certain documents, and assistance with notification services is consistent with Indiana Code § 13-14-1-5, which directs IDEM to "develop and implement a program of public awareness and participation to assure maximum citizen involvement in the evolution and continuation of the environmental programs of the state."ⁱ

Grant Conditions

- IDEM does not have any grant conditions involving DEI.

Training/Instruction Administered to the Employees

- IDEM did not administer any DEI programming, training, or instruction to its employees.

Job Applicant Requirements

- IDEM's job postings include the standard SPD statement on nondiscrimination. IDEM does not have any internal goals or mandates to increase the diversity of its workforce.ⁱⁱ

ⁱ See Item 1.

ⁱⁱ See Item 2.

Environmental Stakeholder Engagement

 [Community Environmental Health \(/idem/health/\)](/idem/health/) > Environmental Stakeholder Engagement

About | [Contact \(/idem/health/ese/contact/\)](/idem/health/ese/contact/)

[Submit an ESE Request \(https://in.accessgov.com/idem/Forms/Page/idem/ese-request/\)](https://in.accessgov.com/idem/Forms/Page/idem/ese-request/)

IDEM's Environmental Stakeholder Engagement (ESE) program began development in June of 2020. By the summer of 2022, two full-time ESE Coordinators were hired to assist stakeholders with participating in or having a better understanding of agency actions. The mission of IDEM's Environmental Stakeholder Engagement program is to ensure that stakeholders are included and represented in agency actions, as outlined in the agency's [Nondiscrimination Policy \[PDF\] \(/idem/health/files/idem_policy_a-008-aw-23-p-r6.pdf\)](/idem/health/files/idem_policy_a-008-aw-23-p-r6.pdf).

Within IDEM, the ESE coordinators work with the agency's program areas to enhance stakeholder involvement in the various processes administered by the agency.

Services Provided

The ESE coordinators assist agency staff with fulfilling requests from external stakeholders for:

- [Americans with Disabilities Act \(https://www.ada.gov/\)](https://www.ada.gov/) accommodations
- Translation and interpretation services
- Notification assistance services
- Plain English guide services for interpreting complex vocabulary, the technical and scientific basis for decisions, and the appropriate involvement process steps.
- ESE requests

For assistance, please contact IDEM's [environmental stakeholder engagement coordinators \(/idem/health/ese/contact/\)](/idem/health/ese/contact/).

Annual Reports

Each year, the ESE program issues an annual report documenting outreach efforts and program successes. An archive of these reports is available for review below:

- [2024 Report \[PDF\] \(/idem/health/files/esi_report_2024.pdf\)](/idem/health/files/esi_report_2024.pdf)
- [2023 Report \[PDF\] \(/idem/health/files/esi_report_2023.pdf\)](/idem/health/files/esi_report_2023.pdf)
- [2022 Report \[PDF\] \(/idem/health/files/esi_report_2022.pdf\)](/idem/health/files/esi_report_2022.pdf)

IDEM Resources

- [IDEM Public Notices: \(/idem/public-notice/\)](/idem/public-notice/)

- The IDEM Public Notice Site is designed to provide public access to all IDEM public notices, for Indiana, as required by statute or rule including: permitting, meeting, and hearing notices, rules and regulatory notices, and non-rule policy document development.
- **The Citizens Guide to IDEM: (/idem/resources/citizens-guide-to-idem)**
 - The Citizens' Guide to IDEM describes the agency's permitting and environmental cleanup programs. It explains the basic processes that occur once IDEM receives a permit application, becomes aware of a contaminated site, or is directed by law to develop a rule. The guide details how citizens can participate when IDEM makes decisions about issuing permits, conducting cleanup actions, preparing environmental reports and plans, and writing environmental rules.

I Want To

- Find a lead contractor(/idem/health/common-environmental-health-threats/lead).
- Get rid of a pest without(/idem/health/common-environmental-health-threats/pests-and-pesticides pesticides/integrated-pest-management)
- Safely dispose of household hazardous wastes(https://www.indianahhw.org/).
- Submit an environmental stakeholder request(/idem/health/ese/contact)
- Test for radon(/idem/health/common-environmental-health-threats/radon).

Online Services

- Acronyms List(/idem/about/idem-acronyms).
- ESE Requests(https://in.accessgov.com/idem/Forms/Page/idem/ese-request/0)
- Forms.IN.gov(/idem/forms).
- Impaired Waters (e303d)(./?a=301701)
- Real-Time Monitoring(/idem/airmonitoring/air-quality-data)
- Virtual File Cabinet(/idem/legal/public-records/virtual-file-cabinet)
- More IN.gov Online Services(http://www.in.gov/services.htm)
- IN.gov Subscriber Center(http://www.in.gov/subscriber_center.htm)

Top FAQs

- [Do I need to remove asbestos?](https://faqs.in.gov/hc/en-us/articles/360000389903-Do-I-need-to-remove-asbestos?remove-asbestos) ([https://faqs.in.gov/hc/en-us/articles/360000389903-Do-I-need-to-remove-asbestos?](https://faqs.in.gov/hc/en-us/articles/360000389903-Do-I-need-to-remove-asbestos?remove-asbestos))
- [Who can I contact with questions about asbestos regulations?](https://faqs.in.gov/hc/en-us/articles/360000389166-Who-can-I-contact-with-questions-about-asbestos-regulations?contact-with-questions-about-asbestos-regulations) ([https://faqs.in.gov/hc/en-us/articles/360000389166-Who-can-I-contact-with-questions-about-asbestos-regulations?](https://faqs.in.gov/hc/en-us/articles/360000389166-Who-can-I-contact-with-questions-about-asbestos-regulations?contact-with-questions-about-asbestos-regulations))
- [How can I find a licensed asbestos contractor or building inspector?](https://faqs.in.gov/hc/en-us/articles/360000389146-How-can-I-find-a-licensed-asbestos-contractor-or-building-inspector?I-find-a-licensed-asbestos-contractor-or-building-inspector) ([https://faqs.in.gov/hc/en-us/articles/360000389146-How-can-I-find-a-licensed-asbestos-contractor-or-building-inspector?](https://faqs.in.gov/hc/en-us/articles/360000389146-How-can-I-find-a-licensed-asbestos-contractor-or-building-inspector?I-find-a-licensed-asbestos-contractor-or-building-inspector))
- [Do I need an asbestos license?](https://faqs.in.gov/hc/en-us/articles/360000389126-Do-I-need-an-asbestos-license?asbestos-license) ([https://faqs.in.gov/hc/en-us/articles/360000389126-Do-I-need-an-asbestos-license?](https://faqs.in.gov/hc/en-us/articles/360000389126-Do-I-need-an-asbestos-license?asbestos-license))
- [Where can I find the notification form that is required for the demolition/renovation of a facility?](https://faqs.in.gov/hc/en-us/articles/360000389863-Where-can-I-find-the-notification-form-that-is-required-for-the-demolition/renovation-of-a-facility?can-I-find-the-notification-form-that-is-required-for-the-demolition-renovation-of-a-facility) ([https://faqs.in.gov/hc/en-us/articles/360000389863-Where-can-I-find-the-notification-form-that-is-required-for-the-demolition/renovation-of-a-facility?](https://faqs.in.gov/hc/en-us/articles/360000389863-Where-can-I-find-the-notification-form-that-is-required-for-the-demolition/renovation-of-a-facility?can-I-find-the-notification-form-that-is-required-for-the-demolition-renovation-of-a-facility))
- [Where can I recycle?](https://faqs.in.gov/hc/en-us/articles/115005043587-Where-can-I-recycle?Where-can-I-recycle) ([https://faqs.in.gov/hc/en-us/articles/115005043587-Where-can-I-recycle?](https://faqs.in.gov/hc/en-us/articles/115005043587-Where-can-I-recycle?Where-can-I-recycle))

[More FAQs](https://ingov.zendesk.com/hc/en-us/sections/115001504468-Environmental-Management-Department-of) (<https://ingov.zendesk.com/hc/en-us/sections/115001504468-Environmental-Management-Department-of>)

Copyright © 2025 State of Indiana – All rights reserved.

Find Information

[State Information Live Chat](#)

[Email State Information Center](https://in.accessgov.com/idoa/Forms/Page/idoa/ask-sic-a-question/) (<https://in.accessgov.com/idoa/Forms/Page/idoa/ask-sic-a-question/>)

[Find a Person](https://www.in.gov/apps/iot/find-a-person/) (<https://www.in.gov/apps/iot/find-a-person/>)

[Find an Agency](http://www.in.gov/core/find_agency.html) (http://www.in.gov/core/find_agency.html)

[Call: 1-800-457-8283](tel:1-800-457-8283) (<tel:1-800-457-8283>)

[Text: 1-888-311-1846](tel:1-888-311-1846) (<tel:1-888-311-1846>)

Quick Information

[IN.gov User Survey](https://www.in.gov/core/sitesurvey.html) (<https://www.in.gov/core/sitesurvey.html>)

[Advanced Search](https://www.in.gov/core/advanced_search.html) (https://www.in.gov/core/advanced_search.html)

[Policies](https://www.in.gov/core/policies.html) (<https://www.in.gov/core/policies.html>)

[Sitemap](https://www.in.gov/core/sitemap.html) (<https://www.in.gov/core/sitemap.html>)

[IN.gov FAQs \(https://faq.in.gov/hc/en-us\)](https://faq.in.gov/hc/en-us)

[State Employee Resources \(https://www.in.gov/core/info_employees.html\)](https://www.in.gov/core/info_employees.html)

State Information

[Maps & Information \(https://www.in.gov/core/map.html\)](https://www.in.gov/core/map.html)

[IN.gov News & Events \(https://www.in.gov/core/news_events.html\)](https://www.in.gov/core/news_events.html)

[Email Updates \(https://www.in.gov/core/gov-delivery.html\)](https://www.in.gov/core/gov-delivery.html)

[Indiana Code \(https://iga.in.gov/legislative/2023/current/ic/\)](https://iga.in.gov/legislative/2023/current/ic/)

[Indiana Administrative Code \(http://www.in.gov/legislative/iac/\)](http://www.in.gov/legislative/iac/)

[Awards \(https://www.in.gov/core/awards.html\)](https://www.in.gov/core/awards.html)



[Accessibility Settings](#)

[Report Accessibility Issues \(https://www.in.gov/core/accessibility-feedback.html\)](https://www.in.gov/core/accessibility-feedback.html)

SPEAK

[← Back to search results](#)[Search by Keyword](#)[Search by Location](#)[Search by Postal Code](#)[Show More Options](#)[SEARCH CAREERS](#)Select how often (in days) to receive an alert: [✉ Create Alert](#)[Apply now »](#)[Current Employee? Click here to apply.](#)

Project Manager - State Cleanup Program

Date Posted: Jun 26, 2025**Requisition ID:** 460319**Location:** Indianapolis, IN, US, 46204

Work for Indiana

Begin a fulfilling career with the State of Indiana by joining one of the largest employers in the state, offering a range of opportunities across 60+ agencies. At the state, you'll find competitive compensation, a robust benefits package and a commitment to work-life balance. Most importantly, you'll have the chance to make a real and measurable impact on the lives of Hoosiers across Indiana.

About the Indiana Department of Environmental Management:

Our mission is to implement federal and state regulations to protect human health and the environment while allowing the environmentally sound operations of industrial, agricultural, commercial, and governmental activities vital to a prosperous economy. We issue air, water, and solid and hazardous waste permits that restrict discharges to environmentally safe levels. Staff members inspect and monitor regulated entities; provide compliance and technical assistance; monitor and assess air, land, and water quality; use enforcement actions as necessary to ensure compliance; and respond to incidents involving spills to soil or waters of the state.

Role Overview:

This position provides project management and technical oversight for the remediation of hazardous substance and petroleum sites regulated by the State Cleanup Program of the Indiana Department of Environmental Management (IDEM). The position reports directly to the Section Chief for the program. Project managers are expected to work in conjunction with IDEM technical support staff, IDEM legal counsel, external consultants' legal counsel, and the public to ensure that cleanups are conducted following appropriate IDEM guidelines and State and Federal laws. Project Managers will be responsible for ensuring the technical quality of project cleanup decisions, overseeing the financial aspects of the project, and managing the project work assigned to the technical team.

Salary Statement:

The salary for this position traditionally starts at \$53,222.00 but may be commensurate with education or work experience.

A Day in the Life:

The essential functions of this role are as follows:

- Serves as an environmental expert and provides guidance to regulated communities, government officials, attorneys and staff responsible for a variety of programs and program elements.
- Project Management: Performs project management duties to ensure effective and timely management of program area needs, attends meetings, and responds to telephone calls, e-mails, etc., as required. Acts as a technical point-of-contact for assigned programs administering environmental programs which may include, but not limited to, environmental media sampling, data analysis, technical writing, work plan and report preparation, technical reviews, etc.
- Permits: Researches state and federal guidance, laws, and regulations related to permits. Contacts applicants to request additional information to process applications, when necessary. Responds to comments from applicants, defends permit terms and conditions, and interacts with permittees to resolve permitting issues. Attends and participates in public meetings and hearings regarding permit actions throughout Indiana and/or appears in legal appeals of permit actions.
- Inspection: Conducts surveys, inspections and investigations of facilities and sites, review projects/situations, reads plans, interprets findings, and cites appropriate violations of

state and federal regulations. Provides technical and regulatory guidance to the regulated community in their assigned geographic area.

- **Enforcement & Compliance:** Uses all compliance, enforcement tools, and resources available to ensure that regulated sources return to compliance with state and federal laws, regulations, and standards in a timely manner.
- **Support Services:** Works to support the various programs in assigned agency in multiple capacities.
- **Sampling:** Assists with the preparation of sampling and analysis work plans. Conducts field work as necessary following agency/section Standard Operating Procedures (SOPs) for assigned sites.
- **Technical Analysis & Testing:** Conducts technical analysis and/or provides technical insights to assess environmental impacts with goals to meet state and national regulations.
- **Outreach Coordination:** Communicates effectively with responsible parties, consultants, and/or their representatives, affected stakeholders, and interested parties such as citizens, public officials, and interest groups in a courteous and professional manner regarding permits, laws, questions, and program-related inquiries.
- **Essential functions of this position** require travel on most workdays to inspect, audit, examine, survey, or investigate clients, customers, or other regulated entities and write reports at those sites or employee's home. Employee reports to the agency's office for occasional meetings or events. Number and timing of work hours may vary daily or weekly to accommodate operational needs and staffing concerns at the client's or customer's worksite, minimize expenditures for repeated visits to complete the work, and allocate resources to complete assigned work effectively.

The job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee. Other duties, responsibilities and activities may change or be assigned at any time with or without notice.

This position is exempt from overtime compensation for additional work hours which may be required to complete essential functions or other assigned work. Exempt employees may work more than 75 hours in a pay period without additional compensation and must report a minimum of 75 hours per pay period of work hours and/or paid leave taken to receive their base biweekly salary.

What You'll Need for Success:

You must meet the following requirements to be considered for employment:

- a Bachelor's degree in Environmental Science, Environmental Policy, Chemistry, Biology, Geology, Public Health or a related field.
- at least two (2) years of experience in an environmental or environmental public health field.

Related certifications and coursework may be considered for education or experience.

- Broad knowledge of theories, environmental protection principles and practices, specialty area, and program area.

- Thorough knowledge of chemistry, biology, hydrology, mathematics, engineering, and other environmental sciences as they relate to program area.
- Thorough knowledge of soil, water, air sampling, laboratory analysis and interpretation as it relates to program area.
- Ability to conduct surveys, inspections and investigations of facilities and sites, review projects/situations, read plans, interpret findings, and make recommendations.
- Ability to prepare documents for administrative and regulatory action.
- Excellent research and writing skills for preparing accurate, precise, clear, and thorough reports.
- Ability to effectively interact and orally communicate with parties with diverse levels of environmental expertise particularly for purposes of meetings, hearings, and negotiating critically sensitive issues.
- Ability to interpret and apply legal terminology and practices, and the ability to apply these in a variety of conditions and situations.
- Able to perform essential functions with or without reasonable accommodation.

Supervisory Responsibilities/Direct Reports:

This role may be utilized in a supervisory capacity based on agency needs.

Benefits of Employment with the State of Indiana:

The State of Indiana offers a comprehensive benefit package for full-time employees which includes:

- Three (3) medical plan options (including RX coverage) as well as vision and dental plans
- Wellness Rewards Program: Complete wellness activities to earn gift card rewards
- Health savings account, which includes bi-weekly state contribution
- Deferred compensation 457(b) account (similar to 401(k) plan) with employer match
- Two (2) fully-funded pension plan options
- A robust, comprehensive program of leave policies covering a variety of employee needs, including but not limited to:
 - 150 hours of paid New Parent Leave and up to eight weeks of paid Childbirth Recovery Leave for eligible mothers
 - Up to 15 hours of paid community service leave
- Combined 180 hours of paid vacation, personal, and sick leave time off
- 12 paid holidays, 14 on election years
- Education Reimbursement Program
- Group life insurance
- Referral Bonus program
- Employee assistance program that allows for covered behavioral health visits
- Qualified employer for the Public Service Loan Forgiveness Program
- Free Parking for most positions
- Free LinkedIn Learning access

Equal Employment Opportunity:

The State of Indiana is an Equal Opportunity Employer and is committed to recruiting, selecting, developing, and promoting employees based on individual ability and job performance. Reasonable accommodations may be available to enable individuals with disabilities to complete the application and interview process as well as perform the essential functions of a role. If you require reasonable accommodations to complete this application, you can request assistance by contacting the Indiana State Personnel Department at jobs@spd.IN.gov.

Current Employee? Click [here](#) to apply.

[Apply now »](#)

Find similar jobs:

Environment & Natural Resources

[View All Careers](#) | [Contact Us](#)

Copyright 2018

Indiana Department of Natural Resources

This section outlines the Indiana Department of Natural Resources' internal review of DEI position, departments, activities, procedures, and programs as required by Executive Order 25-14.

DEI Department

DNR does not have a department dedicated to DEI initiatives.

DEI Staff Positions

DNR did not employ any staff dedicated to DEI initiatives.

Mission Statement or Value Statement

- DNR does not have a mission or value statement including DEI.

Programs Administered to the Public

- DNR does not have any public programs involving DEI.

Grant Conditions

- Indiana State Historic Preservation Board: Historic Preservation Fund Grant Criteria. Draft criteria for grant award evaluations provided 6 (out of 142 possible) points for projects that “serve an underrepresented (minority or disadvantaged) group.” The DEI related criteria were removed prior to board approval based on internal discussion, the 6 points were reallocated to other criteria categories.ⁱ

Training/Instruction Administered to the Employees

- The DNR entered into a contract with 'Black Folks Camp Too' effective April 1, 2023, with an initial one-year duration at \$17,500.00. (pages 1-17 of appendix) This contract was subsequently renewed for an additional year (April 1, 2024 – March 31, 2025) at a cost of \$62,666.00. The primary purpose of the contract was promoting diversity-related activities at state parks. Services Provided Included: DEI-focused training modules; 'Unity Blaze' signage and merchandise (flags, stickers, merchandise sold to park visitors) aimed at signaling inclusive environments at state parks. The contract was terminated for convenience pursuant to Section 45 on February 6, 2025. A final bill of \$56,698.00 for

services rendered prior to termination has been received and paid. All Unity Blaze flags and merchandise have been removed from state facilities; and All Unity Blaze stickers previously placed on state-owned vehicles have been removed.ⁱⁱ

- Black Folks Camp Too Training Modules: Designed to educate park staff on engaging effectively with diverse populations, specifically black individuals and other persons of color; Included participation tracking, module completion rates, and test scores via the SuccessFactors platform; and Featured a keynote speech by the founder, mandatory for all parks staff, held July 19, 2023, at Fort Harrison State Park. Training modules and related content have been removed from SuccessFactors as of February 2025 & all participation tracking and reporting have ceased.ⁱⁱⁱ
- 2024 Agency DEI Training Goals: DEI-related training components were incorporated in DNR's 2024 goals, in alignment with former Governor Holcomb's administration priorities. DNR's 2025 agency goals have been revised to align strictly with Governor Braun's current priorities and do not contain any DEI elements. Employees who failed to complete the 2024 DEI training were not subject to any negative repercussions during their 2025 performance evaluations.^{iv}

Job Applicant Requirements

- For standard hires in DNR, DNR follows State Personnel Department (SPD) templates for recruitment and job postings. DNR does not independently mandate diversity statements nor any preferential hiring practices tied to DEI objectives.

ⁱ See Item 1

ⁱⁱ See Item 2

ⁱⁱⁱ See Item 3

^{iv} See Item 4

FY2026 HPF MATCHING GRANT PROGRAM EVALUATION CRITERIA AND PRIORITIES

MEMO

To: Members of the Indiana State Historic Preservation Review Board
From: Steve Kennedy, Assistant Director
Subject: Fiscal Year 2026 Historic Preservation Fund Grant Evaluation Criteria
Date: March 24, 2025

Overall, the DHPA Staff was satisfied with the way that the evaluation criteria drafted for federal Fiscal Year 2025 responded to the preservation needs of the state, including last year's revisions and clarifications. This year for the FY2026 program cycle, we made only minor annual updates; there were no substantive changes made to the wording of any criteria. This is the version of the evaluation criteria that was posted online for public comments in late January.

However, at the same time as the evaluation criteria were being posted online, the Trump administration called for a pause on all federal grant programs for evaluation of diversity, equity, and inclusion requirements. The DNR then realized the need to align its HPF program evaluation criteria with the President's directive. As a result, several long-standing evaluation criteria have been identified for elimination. Therefore, the following pages show what was posted online for public comment, but with the four evaluation criteria being eliminated shown in ~~red strikethrough text~~. Related point value changes and other explanatory notes are also shown in red text for easy identification. The changes are summarized here:

Administrative Criteria: One criterion (item #3) has been eliminated; it gave up to 6 points to grant applicants that directly served under-represented, minority, or disadvantaged groups. The 6 points available were split between two other criteria to keep the categorical total at 142 possible points. Therefore, the Minimum Administrative Score remains 65.0 points for proposals to be recommended for funding. (See page 3.)

Architectural and Historical Criteria: Two criteria (items #7 and #8) have been eliminated: one gave up to 12 points to projects that would include under-represented, minority, or disadvantaged groups as meaningful participants in the project; the other also gave up to 12 points to projects that focused on historic resources associated with under-represented, minority, or disadvantaged groups. The 24 points available from these two criteria were not reallocated, reducing the categorical total to 96 possible points. (See page 8.)

Archaeology Criteria: No changes were made to the evaluation criteria, no criteria were eliminated, and no adjustments were made to the point values.

Acquisition and Development Criteria: One criterion (item #6) has been eliminated; it gave up to 12 points to projects that would directly assist historic resources associated with under-represented, minority, or disadvantaged groups. The 12 points available from this criterion were not reallocated, reducing the categorical total to 136 possible points. (See page 18.)

Historic Preservation Fund Grant Program Evaluation and Selection Plan: Per NPS request last year, the grant evaluation and selection procedures were changed to give approval authority for funding recommendations (grant project selections) to the State Historic Preservation Officer instead of the State Historic Preservation Review Board. The Sliding Scale Funding Percentages Chart was revisited, but no changes were made for FY2026.

A 60-day public comment period closes on Monday, April 7th and any public comments received by the deadline will be summarized at the Review Board meeting. I will be available to answer any questions you may have at that time.

This packet includes:

Draft FY2026 Administrative Evaluation Criteria	page 3
Draft FY2026 Architectural and Historical Evaluation Criteria	page 7
Historic Districts Targeted for National Register Nomination	page 9
Draft FY2026 Archaeology Evaluation Criteria	page 11
Federal Requirements for Archaeology Projects	page 11
Funding Ratios for Archaeology Projects	page 11
Archaeology Evaluation Criteria	page 12
Archaeological Goals and Objectives	page 14
Part I: Targeted DNR Properties	page 14
Part II: Mounds and Earthworks on DNR Properties	page 15
Part III: Target Areas	page 15
Part IV: Special Topic Sites	page 16
Draft FY2026 Acquisition and Development Evaluation Criteria	page 17
Priority Levels for Development Projects and Work Items	page 17
Acquisition and Development Evaluation Criteria	page 17
Draft FY2026 HPF Grant Program Evaluation and Selection Plan	page 20
Eligibility Requirements	page 20
Reimbursement	page 20
Standard Funding Ratios	page 20
Source of Matching Funds	page 20
Standard Award Limits	page 20
Categorical Funding Ratios	page 21
Sliding Scale Funding Percentages Chart	page 22
Grant Evaluation and Selection Procedures	page 23
Minimum Administrative Score	page 24
Reallocation of Funds	page 24
Certified Local Governments	page 25

FY2026 ADMINISTRATIVE EVALUATION CRITERIA (DRAFT)

Instructions: Provide complete but concise answers for each of the questions below. Be as specific as possible in your answers and explain exactly how the proposed project will meet the criteria. Most projects will be able to provide responses to the majority of the questions, while only partially addressing others. When a proposed project does not address a specific priority, mark “NA” as the response. The maximum point value is indicated, responses to the criteria will be evaluated and scored based on how well the applicant answers the question and how well the proposed project meets the priority indicated.

Max.

Score: Priority will be given to:

20 pts

1. Describe the project activity or activities, goals, and methodology: how is the project going to be accomplished and what is the project going to produce? If applicable, list each product individually and include quantities. Note that the scope of work must be realistic and commensurate with the amount of grant funding requested. Projects must have a clearly defined and carefully explained project activity/activities and will result in valuable products or outcomes for the State.

(Note: this criterion had been worth 16 points, but was raised to 20 points by reallocating 4 of 6 points from criterion #3 that is being eliminated.)

12 pts

2. Is the project sponsor or co-sponsor a Certified Local Government? Is the entire project area located in a community or jurisdiction that has been designated by the National Park Service as a Certified Local Government (CLG)? Currently there are twenty-four (24) CLGs in Indiana: Bloomington, Carmel, Crawfordsville, Crown Point, Elkhart, Evansville, Fort Wayne, Hobart, Huntington, Lafayette, LaPorte, Logansport, Madison, Mishawaka, unincorporated Monroe County, Muncie, Nappanee, New Albany, Newburgh, Pendleton, Richmond, South Bend, unincorporated St. Joseph County, and West Lafayette. Applicants with projects located in these communities should communicate with the local government preservation office as early as possible to obtain a letter of co-sponsorship that designates the organization as the project's third-party administrator. Any questions about properly structuring a CLG grant application should be directed to the grants staff. *The DHPA is required to pass-through 10% of HPF funds to CLG projects; projects sponsored or co-sponsored by CLGs are eligible for the maximum points for this criterion.

~~6 pts~~

- ~~3. Does the project applicant or organization represent or directly serve an under represented (minority or disadvantaged) demographic / group? Explain how the project sponsor (the applicant organization or a co-applicant) meets this priority in terms of ethnic background, language, culture, religion, socio-economic conditions, gender, etc. as one of its primary functions.~~

16 pts

4. Who will be the Project Coordinator for the grant? This individual must be capable of grant administration and serve as the primary liaison for the project. Provide the name of this person, list their qualifications and grant-administration experience (if any). Note that the past performance of Project Coordinators on DHPA-funded grant projects will be considered. Project Coordinators with past DHPA-funded grant experience are evaluated on all aspects of grant administration, including Progress Reporting, Procurement, Reimbursement, timeliness, responsiveness, and their overall performance of supervising and coordinating the project on behalf of the sponsoring organization. If a current resume or c.v. for the Project Coordinator is NOT on file at the DHPA (as part of the Qualified Professional list), please submit one with the proposal.

16 pts

5. Provide the name of the person who will serve as the grant's Principal Investigator (P.I.). Projects must have an individual capable of acting as Principal Investigator (P.I.) or indicate a plan for obtaining these services. Rehabilitation projects must have an architect or person qualified to provide design services. Archaeology projects must have a qualified archaeologist. Other types of

projects will need a consultant or contractor capable of providing the professional services. If the P.I. is already identified, select the appropriate response under 5-A. If the P.I. is “To Be Determined,” select the appropriate response under 5-B. Respond according to the instructions below that best describes your situation. Use the appropriate underlined statement as the first sentence of your narrative response to this criterion. If the sponsoring organization’s P.I. selection DOES NOT precisely match one of the options below, please contact the DHPA Grants Staff to discuss the situation and seek guidance.

5-A) If the P.I. is already identified: Provide the name of the person, list his/her qualifications (they must meet applicable *Secretary of the Interior’s Professional Qualifications Standards*), and describe any previous experience on grant projects. If a current resume or c.v. for the P.I. is NOT on file at the DHPA (as part of the Qualified Professional list), please submit one with the proposal. Note that past performance of Principal Investigators on DHPA-funded grant projects will be considered.

- The P.I. is currently a member of the sponsoring organization. If the P.I. is a paid member of the organization, be sure to indicate whether his/her salary is included in the project budget and local match.
- The P.I. will provide their professional services as an “In-Kind Donation.” This means that the fair market value of their donated services is included in the project budget and will be used as part of the local match to leverage grant funds. However, the P.I. will NOT receive any payment for their donated services. The P.I. MUST document their pledged in-kind donation in writing on their letterhead, its value must be clearly explained, and this document must be submitted with this proposal.
- The P.I. is already under a “Pre-Existing Contract.” This situation applies ONLY if the P.I. was hired already and is documented by a fully executed contract dated on or before the date of the grant application deadline. A copy of this pre-existing contract MUST be submitted as part of the application. Provide the name of this person, list their qualifications (they must meet applicable 36 CFR 61 qualifications), and describe any previous experience on grant projects.
- The P.I. will provide their services totally “Off-Budget.” This means that no cost for the P.I. is included in the project budget, nor does it constitute any portion of the local match. In this situation, the sponsoring organization is free to hire anyone without undergoing “fair procurement.” If the intended P.I. is known at this time, provide the name of this person, list their qualifications (they must meet applicable 36 CFR 61 qualifications), and describe any previous experience on grant projects. If the P.I. is not identified at this time, indicate “To Be Determined” in the appropriate space on the cover sheet and see 5-B instructions for this question below.

5-B) If the P.I. is unknown and To Be Determined: Indicate in the appropriate space on the cover sheet that the P.I. is “To Be Determined.” On A&H applications, this situation will result in a maximum score of eight (8) points for this criterion. On A&D applications, this situation will result in a maximum score of four (4) points for this criterion.

- The P.I. will be hired as a result of the grant project and is to be paid from the grant. (This is typical in A&H applications, or when the P.I. is on-budget for an A&D application.) Provide an answer that will explain how the P.I. services will be obtained. Note that the sponsoring organization must hire a qualified P.I. through an open bidding process that follows state and federal rules and procedures for “fair procurement.” This process CANNOT be initiated prior to the official grant award and start-up meeting. However, hiring of the P.I. is expected to be accomplished within the first ninety (90) days after the project start-up meeting.
- The P.I. is yet to be hired and will be totally “Off-Budget” from the grant project. Provide a detailed answer explaining how appropriate P.I. services necessary for the grant project will be obtained. This could include hiring a P.I. to be paid “off-budget” or obtaining an in-kind donation for services at a later date. Note that A&D applicants must obtain P.I. services from an architect or equivalent professional. Hiring of the P.I. is expected to be accomplished within the first ninety (90) days after the project start-up meeting.

- 16 pts 6. Provide a realistic and detailed timetable that shows the approximate amount of time (days, weeks, or months) that will be devoted to each of the various phases, tasks, or components of the overall project. In general, the more detail and breakdown provided, the higher the score will be for this criterion. Start and end dates given in the timetable must match those entered on the application cover sheet.
- Projects should not plan to begin prior to June 1st.
 - The timetable should account for grant start-up meetings and tasks necessary for procurement of the Principal Investigator and/or contractor services (this should include sufficient time for DHPA review of bidding documents, plans and specs, the minimum fourteen (14) day bidding periods, and contract negotiation and execution).
 - A&H and Archaeology projects should account for required thirty (30) day DHPA review of draft products and thirty (30) day revision period for final products.
 - National Register nomination projects should account for both Technical Review and Substantive Review procedures in their timetables.
 - A&D projects should give a detailed breakdown of all construction activities.
 - Projects must be completed and all final products must be submitted by June 30, 2028– this deadline is NOT negotiable.
- 16 pts 7. In addition to the budget form, provide a detailed breakdown of costs, indicate exactly how the various budget figures (line items) were computed, such as personnel rates, or detail of contractual costs; and include copies of any estimates received. Include a justification for any items that are unusually expensive or inexpensive (such as discounted or donated goods or services). The DHPA reserves the right to adjust or negotiate the scope of work or the grant request in cases where the project budget is out of line with the products to be created. In general, the more detail, breakdown, and documentation provided, the higher the score will be for this criterion.
- 14 pts 8. Projects for which applicants have 100% of the matching share on-hand AND documented. In addition to the signed Matching Share Form, provide copies of bank statements, university research program budgets, local government departmental budgets, or other documentation to demonstrate that the applicant has all of the matching share funds available in its own accounts. NOTE: The amount of required matching share is equal to the anticipated total project cost minus the grant funding requested. Applicants that claim to have 100% of the matching share but do not properly document it will NOT receive full credit. Documentation of cash donations pledged, but not yet collected, will NOT be counted as match on-hand. In-kind donations of goods or professional services, as well as any pledges of volunteer labor, MUST be documented in writing by the donors and be submitted with the proposal in support of the Matching Share Form. All matching funds MUST be from non-federal sources.
(Note: this criterion had been worth 12 points, but was raised to 14 points by reallocating 2 of 6 points from criterion #3 that is being eliminated.)
- 4 pts 9. Does the matching share consist of less than 10% in-kind and/or volunteer services? Maximum points will be given for a match consisting totally of cash, or a combination match that includes less than 10% in-kind/volunteer services.
- 12 pts 10. Has the applicant received funding through the DHPA's grants program within the last three annual grant cycles (FY2023, FY2024, FY2025)? If the project sponsor has received assistance in the past, list the fiscal year in which the grant was received and the funding amount. Priority is given to applicants who have not received grant assistance from the DHPA.
- 10 pts 11. Applicants should show evidence of broad-based community support by submitting formal letters of support endorsing the proposed project. Support letters should be sought from any other groups or individuals that might have an interest in the successful outcome of the project, such as: historical societies, neighborhood organizations, elected officials, local businesses, community service organizations, etc. Applicants must limit their support letters to a maximum of twenty (20).

The number of points awarded will be based on the quality, variety, and number of support letters submitted.

Letters must be:

- Printed on appropriate organizational letterhead (unless submitted by private citizens);
- Original, and specific to the project and activities being proposed;
- Dated and current;
- Signed with either an original or electronic signature; and
- All letters MUST be submitted with the application.

The following WILL NOT be counted:

- Unsigned or undated letters;
- Generic letters that are not specific to the project or activities being proposed;
- Letters from any person or organization directly associated with the applicant or the project;
- Letters that are sent or delivered to the DHPA separate from the proposal;
- Form letters, signed petitions, and copies of e-mail correspondence; and
- “Thank you” letters or other correspondence that does not specifically support the current application.

- 6 pts 12. Projects for which applicants properly followed the proposal instructions and also submitted a complete application. The application must contain all the completed forms and required information and must be submitted prior to the published grant deadline. Applications missing any parts after the deadline or that did not follow instructions provided in the application packet will not receive full credit and may receive reduced scores for other priorities as well. This criterion does not require an answer from the applicant.

142 Points Possible

Note: Reallocation of the 6 points from criterion #3 (4 points to criteria #1 and 2 points to #8) will maintain the total categorical points possible at 142, so there is no need to adjust the minimum required score of 65.0 points. Proposals MUST still score a minimum of 65.0 points on the Administrative Priorities to be recommended for funding.

FY2026 ARCHITECTURAL AND HISTORICAL EVALUATION CRITERIA (DRAFT)

Instructions: Provide complete but concise answers for each of the priority statements below. Please be as specific as possible in your answers and explain exactly how the proposed project will meet the priority issues. Most projects will adequately address one or more priorities, while only partially addressing others, and will be scored accordingly. No project will address every priority statement. When a proposed project does not address a specific priority, mark “NA” as the response.

If you are combining several products into one application (more than one National Register nomination, a nomination and a publication, or some combination of other products, etc.), the DHPA recommends that you contact the Grants Staff to determine if the products bundled together in your proposal are an appropriate combination or should be separated into different proposals. Note that combining unrelated products into one application can adversely affect a proposal’s score and likelihood for funding.

NOTE: Rehabilitation and construction-related activities are NOT eligible under this category. Projects proposing rehabilitation must be submitted as an Acquisition and Development Proposal.

Max.

Score: Respond to each numbered priority separately.

- | | |
|--------|---|
| 20 pts | 1. Does the project assist the DHPA in carrying out its responsibilities regarding National Register, Section 106, and/or other federal preservation programs or state statute issues, or promoting public awareness and understanding of preservation through educational programs? Examples of projects that meet this priority include National Register historic district nominations, or public education programs that reach a widespread or critical audience. <u>This priority is for the DHPA to evaluate and does not require an answer.</u> |
| 16 pts | 2. Will the project produce National Register nominations for commercial or residential <u>historic districts</u> ? (Districts must have been recently determined eligible for the National Register of Historic Places by the DHPA National Register staff). Please note that nominations for <u>individual</u> properties ordinarily are NOT considered for funding. Describe the geographic boundaries and temporal limits of the historic district and provide a justification for the delineation of its boundaries. Cite the city or county survey in which the historic district was documented (if any) and offer some justification for why the district is to be nominated to the National Register. The DHPA has selected districts in counties that are under-represented in the National Register in order to encourage nominations in these areas. These districts are listed in “Historic Districts Targeted for National Register Nomination.” Applications that propose to nominate districts on the target list will receive twenty (20) points. Applications that propose to nominate districts that are NOT on this list will receive a maximum of sixteen (16) points.
If a proposed district: <ul style="list-style-type: none">• Has NEVER been previously identified, either by a county survey, a Section 106 project, or by DHPA staff; <u>OR</u>• Was identified more than five (5) years ago, The applicant MUST provide written verification of the district’s National Register eligibility from the DHPA National Register staff. See Appendix E in the application instructions packet. |
| 16 pts | 3. Will the project promote financial reinvestment in National Register-listed properties through the preparation of feasibility studies, historic structure reports, or plans and specifications for future rehabilitation projects, or provide some form of needed technical assistance? Describe how and when the products created under this project will be utilized at a later date, such as in a planned rehabilitation project. |
| 16 pts | 4. Will the project result in preparation of documents that will help communities and local historic preservation commissions advance their local preservation efforts, such as municipal preservation |

plans and local historic district design guidelines? Describe the expected parts or content of the documents to be created, how the public will be invited to participate and give input, how the documents will be used or implemented, and how the public will be able to access them when finalized.

- 16 pts 5. Will the project promote public awareness and knowledge of historic places and preservation? Explain how the project will promote historic places and preservation in Indiana and identify the audience and geographic areas that will be targeted by such efforts. Products may include but are not limited to educational materials or opportunities, conferences, workshops, or preservation-related training. Scoring will take into consideration projects that are innovative, incorporate accessible technologies, target a broad audience, and include planned Preservation Month activities.
- 12 pts 6. Describe how the project will contribute to meeting the State's preservation goals, objectives, and strategies for the preservation of cultural resources. Refer to the goal, objective, and strategy statements listed in the Indiana's Cultural Resources Management Plan, which is available on-line at: <https://www.in.gov/dnr/historic-preservation/files/hp-indiana-cultural-resources-management-plan-2020-2026.pdf>.
- ~~12 pts 7. Does the project make a significant effort to include under-represented communities and/or minority or disadvantaged groups (in terms of ethnic background, language, culture, religion, socio-economic conditions, gender, etc.)? Describe how the minority or disadvantaged groups will participate or be included as project partners, co-sponsors, or sources of information, and/or how they will benefit from the grant product.~~
- ~~12 pts 8. Does the project focus primarily on resources associated with current or historic under-represented communities and/or minority or disadvantaged groups (in terms of ethnic background, language, culture, religion, socio-economic conditions, gender, etc.). Describe how the resource(s) is/are considered minority or disadvantaged (historically or currently), how the project relates to the minority or disadvantaged status of the resource(s), and how the resource(s) will benefit from the project.~~

96 Points Possible after elimination of criteria #7 and #8; there is no need to reallocate these points to other criteria.

Historic Districts Targeted for National Register Nomination

Many historic districts that have been identified through the Indiana Historic Sites and Structures Inventory program remain unlisted in the National Register. These are districts that have been identified by DHPA staff in counties that are under-represented in the National Register. Many of these are commercial districts, which may have properties that can benefit from the Federal government's Rehabilitation Investment Tax Credit, if listed. Owners in residential districts may be able to take advantage of other state or federal incentives. Please note that final boundaries of all historic district nominations, including those on this list, must be established in consultation with the DHPA.

Eligible Historic Districts in Certified Local Government (CLG) Communities

<u>County</u>	<u>Name of District(s)</u>
Montgomery	East Main Street Historic District, Crawfordsville
St. Joseph	Altgeld-Victoria Historic District, South Bend Erskine Park Historic District, South Bend
Warrick	Newburgh Residential Historic District
Wayne	Grand Boulevard Historic District, Richmond Richmond Bungalow and Cottage Historic District Richmond South Side Historic District

Eligible Historic Districts

<u>County</u>	<u>Name of District(s)</u>
Benton	Fowler Downtown Commercial Historic District Fowler Residential/Courthouse Historic District
Boone	East Washington Street Historic District, Lebanon Thorntown Historic District
Dekalb	North Main Street Historic District, Auburn Eckhart Library Historic District, Auburn
Dubois	Huntingburg Residential Historic District
Fayette	Connersville Residential Historic District
Greene	Bloomfield Courthouse Square Historic District Worthington Commercial Historic District
Hamilton	Atlanta Historic District Arcadia Historic District Cicero Historic District
Henry	Lewisville Commercial District
Johnson	Franklin Westside Historic District
Knox	Bicknell Commercial Historic District
LaGrange	LaGrange Courthouse Square Historic District Spring-Michigan Historic District, LaGrange

Newton	Kentland Downtown Courthouse Historic District
Perry	City Hall Historic District, Tell City Tenth Street Historic District, Tell City
Pike	Petersburg Downtown Historic District
Starke	Knox Courthouse Square Historic District
Vermillion	Newport Courthouse Square Historic District
Warren	Williamsport Courthouse Square Historic District
Wayne	Hagerstown Residential Historic District
White	Broadway Street Historic District, Monticello Southside Historic District, Monticello

FY2026 ARCHAEOLOGY EVALUATION CRITERIA DRAFT

The Division of Historic Preservation and Archaeology continues to partner with land-owning divisions in the Department of Natural Resources to promote archaeological survey on state properties. To this purpose, the DHPA will prioritize grant proposals that will conduct Phase I archaeology in areas either identified specifically in the Archaeology Goals and Objectives, or that have been coordinated with the DNR division and property staff.

In addition, Phase I survey projects that address data deficiency priorities identified by the DHPA and projects that will nominate archaeology sites to the National Register will also be considered for funding.

FEDERAL REQUIREMENTS FOR ARCHAEOLOGY PROJECTS:

Eligible and Priority Activities:

- **Reconnaissance Survey** (Phase Ia: “archival research and a field visit to determine the identity and location of resources present in an area. Such surveys should be systematic and designed so that a determination can be made from the results as to when it is worthwhile to obtain the additional level of documentation (through an Intensive Level Survey) necessary for a National Register nomination.”)
- **Intensive Survey** (Phase Ib and Phase Ic: “the systematic, detailed field (and archival) inspection of an area designed to identify fully architectural, archaeological, and historic properties; and calculated to produce a level of documentation sufficient, without any further data, to evaluate National Register eligibility.” Intensive survey also includes “controlled surface or shallow subsurface investigations” and methods such as “grid collection or sampling; detailed mapping; piece-plotting; systematic probing, coring, or auguring; use of remote sensing techniques.”)
- **Phase I Resurvey Activities** ONLY to modify documented boundaries, identify resources not included in the property’s previous eligibility determination, establish a property’s relationship with other resources as part of historic context development, or upgrade existing inventory data.
- National Register nominations ONLY for archaeological sites on the Special Topics List that have already been determined eligible and that do not require further testing.

NOTE:

- Phase II and limited testing will not be considered for funding.
- Written permission MUST be obtained and submitted as part of the grant proposal for ALL landowners with control over the site(s) to be surveyed and/or nominated.
- Projects that include activities that will directly impact areas or sites where known human remains or burials exist are discouraged. (Mounds or earthworks identified by the Preserve America initiative and listed as priorities under Part II are excepted).

Ineligible Activities:

- Any archaeological activities that do not meet the eligibility criteria described above;
- Curation of archaeological collections beyond the project end date;
- Exhibition of archaeological collections beyond the project end date;
- Mitigation (Phase III) activities.

FUNDING RATIOS FOR ARCHAEOLOGY PROJECTS:

Phase I Survey Activities: 70% federal share / 30% local match

National Register Nomination (with or without Phase I activity) projects: 70% federal share / 30% local match

Instructions: Provide complete but concise answers for each of the priority statements below. Please be as specific as possible in your answers, and explain exactly how the proposed project will meet the priority issues. Most projects will adequately address one or more priorities, while only partially addressing others, and will be scored accordingly. If a proposed project does not address a specific priority, mark “NA” as the response.

Max.
Score:

Priority will be given to:

- 30 pts 1. Provide a clear and detailed narrative description of the project's research design and objectives, project goals, and data collection plans and methodologies (such as pedestrian survey, geophysical survey, magnetometry, ground penetrating radar, or shovel probes), if applicable. All archaeology projects must adhere to the standards and requirements contained in the Secretary of the Interior's Standards and Guidelines for Identification, Evaluation, and Archaeological Documentation, and the *Guidebook for Indiana Historic Sites and Structures Inventory for Archaeological Sites* (<https://www.in.gov/dnr/historic-preservation/files/hp-archaeology-guidebook.pdf>). The narrative should include the following:
- If the project includes a survey component, describe the project area(s) to be surveyed. Identify and quantify the survey area (number of acres, percentage of property acreage the survey covers, and an estimate of the number of archaeological sites likely to be identified by the survey).
 - Include topographic maps that clearly identify the survey areas and are keyed with the type of survey; additional maps, such as aerials, are encouraged. Maps should include legends, compass orientation, and legible color contrasts to allow for evaluation of the survey area, the types of survey proposed, and total acreage.
 - Identify the research objectives, project goals and methodology, data collection, and analysis (include a breakdown of acres by types of survey: pedestrian, shovel probe, geophysical, etc.).
 - Indicate how the project methodology is appropriate and feasible for the topography or other property considerations and include a breakdown of acres by types of survey.
 - Include the significance of the research, methodology, and project focus: Describe how it will benefit the DHPA and make a valuable or unique contribution to Indiana archaeological knowledge and any specific thematic, methodological, geographic or cultural area of data deficiency.
 - List and describe the products that will result from the project (e.g., technical report, public education materials, archaeological site forms, etc.).
 - Describe any communication or coordination with federally recognized tribes.
- 20 pts 2. Projects that will involve reconnaissance and/or intensive survey (Phase I) of previously unsurveyed areas or portions of Fish and Wildlife Areas, Nature Preserves, State Forests, or State Parks that have been specifically identified by the State (refer to the "Archaeological Goals and Objectives: Part I and Part II"), particularly areas that have a high probability for site locations, such as areas along major water courses, or that may need protection due to the possibility of increased visitation, use, erosion, or other potentially detrimental circumstances. Specify the DNR property name and location and a description of the property. For DNR properties, scoring preference will be given to projects that propose to: survey the largest amount of acreage; survey the highest percentage of unsurveyed acreage within a property (allowing for topography considerations); and/or complete all needed survey activities at a particular property.
- 12 pts 3. Projects that will include field investigation of mounds or earthworks on DNR properties that were identified by the Preserve America Mounds Inventory Project and were recommended for field verification (specified in "Archaeological Goals and Objectives: Part II: Mounds and Earthworks on DNR Properties"). Provide information from the Preserve America Mounds Inventory and describe how this project will pursue verification of reported sites that are located on DNR properties. Include the percentage of the overall project that will focus on mounds and earthworks.
- 16 pts 4. Projects not on DNR-owned properties, that will involve reconnaissance and/or intensive survey (Phase I) of areas with data deficiencies specifically targeted by the State (refer to the "Archaeological Goals and Objectives, Part III") OR are threatened or will be impacted by imminent, specific, near-future development, redevelopment, or construction projects, or projects that will survey areas that have already been damaged by development, construction, erosion, flooding, or other forces. Specify the property or area to be surveyed. If applicable, describe the natural or development threats to the area, or the types of damage that have already occurred.

Provide a description of the area and its topography (for example: farm fields, forests, watercourses, rockshelters, etc.), and an estimate of the number of sites to be recorded. The DHPA will assess and score projects based on the explanation of the data deficiency or threat and overall acreage to be surveyed.

- 20 pts 5. Projects whose primary purpose is to prepare a National Register nomination for one or more of the “Special Topic Sites” (refer to the “Archaeological Goals and Objectives, Part IV”) or other site(s) already determined to be eligible for the National Register. Projects may include reconnaissance or intensive survey (Phase I) activities, if necessary, as part of the nomination process. Specify the sites for which a National Register nomination will be prepared and whether they are on the “Special Topic Sites” list. If the sites are not on the Special Topic Sites list, you MUST provide written verification that each site to be nominated has been determined eligible by the DHPA archaeological staff.
- 12 pts 6. Projects that will contribute to meeting the State’s preservation goals and objectives. Refer to the goal, objective, and strategy statements listed in the Indiana’s Cultural Resources Management Plan, which is available on-line at: <https://www.in.gov/dnr/historic-preservation/files/hp-indiana-cultural-resources-management-plan-2020-2026.pdf>. Describe how the proposed project will help meet the State’s identified goals, objectives, and strategies for preservation of cultural resources. Describe how it will benefit the DHPA and make a valuable or unique contribution to Indiana archaeological knowledge and any specific thematic, methodological, geographic or cultural area of data deficiency that will be addressed.
- 12 pts 7. Projects that include a component to promote public awareness and knowledge of archaeology in Indiana by creating and implementing specific public education components. Describe the plan for disseminating information and results of the project to public and professional communities. These may include: public education materials for use by the public and/or educators, scheduled public presentations in the county of the project, or proposals specifically geared toward work with avocational groups and volunteers. Describe the education component in detail, explain how it will promote public awareness and knowledge of archaeology in Indiana, and identify the target audience(s). Public education components that will coincide with Indiana Archaeology Month (September) and will be registered with the DHPA’s Archaeology Outreach Coordinator will receive higher points for this criterion. Note that products must be reviewed by DHPA for grant acknowledgement and issues of confidentiality.

122 Points Possible

ARCHAEOLOGICAL GOALS AND OBJECTIVES

Project proposals that will be conducted on DNR properties must be coordinated with the DNR landholding division and specific property management staff. Project proposals for survey of non-DNR properties or to nominate sites to the National Register must provide landowner permission.

Projects should consist of reconnaissance and/or intensive survey (Phase I) of previously unsurveyed areas and focus particularly where there is a high probability for site locations, or that may need survey due to data deficiencies or the potential for increased visitation, use, erosion, or other potentially detrimental circumstances.

Part I: Targeted DNR Properties

DNR Divisions have provided the following list of priority properties for survey. DNR properties not listed below will also be considered.

State Parks:

- Brown County
- Clifty Falls (Jefferson County)
 - The Civilian Conservation Corps camp.
- Lincoln (Spencer County)
- McCormick's Creek (Owen County)
 - The Peden Farm is a 19th century family farmstead with some extant features.
- Mississinewa Lake (Miami County) – *State/DNR-owned areas only*
 - Areas with potential for sites related to the Battle of Mississinewa, part of the War of 1812.
- Salamonie Lake (Wabash County) – *State/DNR-owned areas only*
- Turkey Run (Parke County)
 - The Lusk Home site was investigated in the early 1980s, but only in the immediate location of the house; further investigation of the family's homestead is warranted.

State Forests:

- Clark State Forest (Clark, Scott, and Washington counties)
 - Reconnaissance survey of portions of Clark State Forest. Parts of Clark State Forest fall within Scott and Washington Counties; both of these counties are under-represented in the archaeological record and additional surveys could expand the cultural history of the region.
- Harrison-Crawford State Forest (Harrison County)
 - Reconnaissance or Intensive survey of Cold Friday Hollow within the current borders of this State Forest. This area was home to the former community of Worth and further investigations to determine the extent of the settlement is warranted.
- Harrison-Crawford State Forest (Harrison County)
 - Reconnaissance or Intensive survey of Potato Run valley within the current borders of this State Forest. A post-contact tannery has been reported within this stream valley, but investigations are warranted to determine its location.
- Morgan-Monroe State Forest (Morgan County)
 - Reconnaissance or Intensive survey of Deadman Hollow located within the current borders of this State Forest. Secondary deposits recovered from the streambed indicates the potential for both pre- and post-contact period sites in the valley.
- Frances Slocum State Forest (Miami County)
 - Reconnaissance or Intensive survey of the uplands that border the Mississinewa River within the current borders of this State Forest.

Fish and Wildlife Areas:

- Goose Pond (Greene County)
- Hovey Lake (Posey County)

Nature Preserves:

- Bluffs of Beaver Bend (Martin County) – this property contains mounds or earthworks, see **Part II** below.

- Conrad Savanna (Newton County)
- Moraine (Porter County)
- Stoutsburg Savanna (Jasper County)

Part II: Mounds and Earthworks on DNR Properties

Note: Site numbers below beginning with “PA” indicate mound or earthwork sites that were identified during the DHPA’s Preserve America grant, but which do not have state site numbers. Any questions about mounds and earthworks on DNR properties, and how they are to be incorporated into proposed projects, should be directed to the DHPA.

- Bluffs of Beaver Bend Nature Preserve (Martin County):
 - 12Mn2
- Charlestown State Park (Clark County):
 - PA-Cl-023
- Fairbanks Landing Fish & Wildlife Area (Sullivan County):
 - 12Su17
 - 12Su41
 - 12Su42
 - PA-Su-010
 - PA-Su-012
- Gray Pitcher Farm Fish & Wildlife Area (Posey County):
 - 12Po3
 - 12Po843
- Minnehaha Fish & Wildlife Area (Sullivan County):
 - 12Su503
- O’Bannon Woods State Park (Harrison County):
 - 12Hr13

PART III: Target Areas

Projects should seek to broaden the state’s archaeological database and assist our understanding of past human behavior and life ways. Consequently, the HPF Archaeology Category is keyed directly to prioritized target areas. The items listed below reflect data deficiencies in Indiana’s archaeological record as identified by the Division of Historic Preservation and Archaeology.

The Data Deficient Target Areas indicate those areas within the state that (a) have less archaeological data, and/or (b) are subject to some form of land-use impact (natural and/or mineral resource extraction, metropolitan and/or industrial development, natural impacts, and detrimental agricultural impacts) that may affect the known cultural resource database and/or destroy those resources that are yet to be discovered.

All of the geographic areas noted below require reconnaissance level surveys to locate, identify, and evaluate sites related to the entire cultural sequence and that of the subsequent Euro-American occupations.

Priority Areas:

- A. Stratified survey of unsurveyed landforms anywhere in the following data deficient counties: Clinton, Fountain, LaGrange, Pulaski, Ripley, Scott, Starke, Steuben, Warren.
- B. Unsurveyed areas threatened by development around the following communities: Whitestown and Zionsville, Boone Co.; Elkhart, Elkhart Co.; Avon, Hendricks Co.; Bargersville, Johnson Co.; Winfield and St. John, Lake Co.; Mishawka, St. Joseph Co.; and Evansville, Vanderburgh Co.

Part IV: Special Topic Sites

Special Topic Sites have been selected because the DHPA encourages nominating these eligible archaeological sites to the National Register of Historic Places.

Lockport Lock (12C76), Carroll County
Wabash and Erie canal lock

Roll Site (12Cr175), Crawford County
HNF Property petroglyph

State Line Site (Indiana property) (12D18), Dearborn County

Oberting Site (12D25), Dearborn County
Multicomponent site with mounds and earthworks

Cummings Mound Site (12D514), Dearborn County
Mound

Site 12D486, Dearborn County
Habitation

Reid Site (12F11), Floyd County
Shell mound/midden

Breeden Site (12Hr11), Harrison County
Shell midden

Site 12Hr12, Harrison County
Shell midden

Ehler Site (12Hu1022), Huntington County
Trade era

Car Ferry (12La642), Lake County
Shipwreck

Cedar Bluff Rockshelter Site (12Mn72), Martin County
Rockshelter

All Seasons Site (12Mi225), Miami County
Habitation

Alton Site (12Pe171), Perry County
Habitation

JD Marshall (12Pr723), Porter County
Shipwreck

Cicott (12Wa59), Warren County
Trading post

Little Pigeon Creek Site (12W340), Warrick County
Village

FY2026 ACQUISITION AND DEVELOPMENT EVALUATION CRITERIA (DRAFT)

Instructions: Provide complete but concise answers for each of the priority statements below. Please be as specific as possible in your answers and explain exactly how the proposed project will meet the priority issues. Most projects will adequately address one or more priorities, while only partially addressing others, and will be scored accordingly. No project will address every priority statement. When a proposed project does not address a specific priority, mark “NA” as the response.

PRIORITY LEVELS FOR DEVELOPMENT PROJECTS AND WORK ITEMS:

*All work and activity must meet applicable Secretary of the Interior’s Standards for the Treatment of Historic Properties.

High Priority Work Items / Projects:

- ❖ Exterior rehabilitation of a threatened or endangered property

Middle Priority Work Items / Projects:

- ❖ Exterior rehabilitation of a non-endangered property
- ❖ Utilities upgrades and energy conservation measures
- ❖ Restoration of interior features of high cultural or artistic value

Low Priority Work Items / Projects:

- ❖ Interior rehabilitation
- ❖ Undertakings for improvement of functionality and life-safety
- ❖ Property acquisition

Ineligible/Unallowable Work Items / Projects:

- ❖ New construction
- ❖ Landscaping (except grading necessary to correct drainage problems)
- ❖ Directional or interpretive signage
- ❖ Exhibits

Max.

Score: Priority will be given to:

- | | |
|--------|---|
| 20 pts | 1. Provide a detailed description of the HPF grant scope of work to be assisted with grant funds. Describe the current conditions and the need or reasons for undertaking the project, why it is important, what will be accomplished, and how the project would benefit the local community and/or State. If relevant, include the context of the property and/or the project, and the current or planned use of the property. Be specific if the grant will assist a phase or specific component of a larger development plan. Projects consisting entirely of “High Priority” work items will receive a maximum of twenty (20) points; projects consisting entirely of “Middle Priority” work items will receive a maximum of twelve (12) points; projects consisting entirely of “Low Priority” work items will receive a maximum of six (6) points. Projects consisting of a mix of High, Middle, and/or Low Priority work items will receive a maximum of fourteen (14) points. |
| 20 pts | 2. Is the property vacant or partially vacant? Give a percentage of occupancy, and list which areas are occupied, unoccupied, or under-utilized. Describe in detail the current conditions of the building (or feature) and how the building (or feature) is threatened. Projects that will assist properties that are vacant, partially vacant, and/or severely threatened will receive higher scores for this criterion. |
| 20 pts | 3. Does this project fit into any existing community revitalization, heritage corridor development, or heritage tourism plans, and/or will it help achieve long-range preservation and revitalization goals |

for the community? Describe how this project could also stimulate other local revitalization projects, expand local heritage tourism opportunities, or otherwise improve the preservation and revitalization activities of the area in which the property is located. Attach documentation to this proposal (such as the cover page and excerpts of any plans or planning documents) that explicitly mention, identify, or describe the property as a local heritage resource. Proposals that do not submit documentation will receive a maximum of fourteen (14) points. Projects that will assist local preservation and community revitalization efforts, and/or heritage corridor or heritage tourism development will receive higher scores on this criterion.

- 16 pts 4. Does the proposed project meet the applicable “Secretary of the Interior’s Standards for the Treatment of Historic Properties,” and demonstrate a scope of work that is feasible in technological and practical terms? It is advantageous to have adequate planning documents already in place.
- Describe any existing planning documents for the proposed work, such as feasibility studies, schematic design drawings, or architectural construction plans and specifications, and submit these documents with the grant proposal.
 - List and describe the work items that will be addressed in the project (e.g., masonry rehabilitation, roof replacement, window repair, etc.) and explain how the activity conforms to the “Secretary of the Interior’s Standards.” (<https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>)
 - Describe any project methodology that considers sustainability and/or environmental practices in the scope of work (for example: cool roof materials). See NPS guidance for more information: <https://www.nps.gov/tps/standards/rehabilitation/guidelines/index.htm>.
- Due to the limited timeframe of the HPF grant cycle, maximum points will be given to those projects that already have appropriate planning documents in place to begin the project AND submit them for review with the grant proposal.
- 12 pts 5. Does the budget include only construction work, or will it also include costs for grant administration, design fees for preparation of plans and specifications, or property acquisition? Using the amounts listed on the budget form included in this proposal, state the percentage of the total project budget that will go toward actual construction work, personnel or grant administration, the preparation of plans and specifications (architectural design fees), or other line-item costs. Maximum points will be awarded to projects that are entirely devoted to construction work, and that have appropriate plans and specifications already in place. Reduced points will be awarded to projects that include ANY costs for grant administration, architectural or engineering design fees, property acquisition, or other items in the grant project budget.
- ~~12 pts 6. Will the project assist under represented (minority or disadvantaged related) resources? Describe how the property to be assisted with grant funds (not the applicant organization) specifically relates, either historically or currently, to groups considered to be disadvantaged or minorities in terms of ethnic background, language, culture, religion, socio-economic conditions, gender, etc.~~
- 12 pts. 7. Has the property received grant assistance from any DHPA-sponsored or DHPA-administered funding program within the last five annual grant cycles (FY2021 to FY2025)? List the grant cycle(s) in which funding was received and the dollar amount for each year and a total for the last five years. In addition to funding for preservation/rehabilitation work, this includes non-construction grant funding such as that awarded for the preparation of feasibility studies or plans and specifications. Properties that have received total grant funding of \$150,000 or more in the last five (5) years will not score any points; properties that have received grant funding totaling less than \$150,000 in the last five years will score up to ten (10) points on a proportional basis; properties that have not received any grant assistance in the last five (5) years will score twelve (12) points.
- 12 pts 8. Describe how the project will contribute to meeting the State’s preservation goals, objectives, and strategies for the preservation of cultural resources. Refer to the goal, objective, and strategy

statements listed in the Indiana's Cultural Resources Management Plan, which is available on-line at: <https://www.in.gov/dnr/historic-preservation/files/hp-indiana-cultural-resources-management-plan-2020-2026.pdf>.

- 10 pts 9. Will the project involve the rehabilitation or restoration of endangered historic resource types and/or resources with profound reuse challenges? Examples include but are not limited to: former jails, hospitals or county welfare institutions, schools, Carnegie libraries, bridges, industrial buildings, rural resources, historic designed landscapes, Underground Railroad-related resources, historic theaters and opera houses, fraternal lodge buildings, religious structures, etc. Describe the resource and the factors that make it qualify as an example of an endangered resource type; thoroughly explain any particular reuse challenges.
- 8 pts 10. Will the project provide workers with training or experience in an historic trade, skill, or craft that often is needed in preservation projects but is less commonly available today? Could the project be presented as a public demonstration project? Describe the trade, skill, or craft that will be included as a part of the project and give a detailed explanation of how any training components will be implemented. Also explain how a qualified tradesperson will be identified and retained to supervise the training activity. Examples of historic trades, skills, and crafts include but are not limited to: repair and rehabilitation of historic windows, the installation of slate or wood roofing, fabrication and installation of copper flashing and guttering, repair and replication of decorative plaster, repair and replication of decorative woodwork, and advanced preservation technology including historically appropriate energy conservation, etc.
- 6 pts 11. Has the subject property been designated as a National Historic Landmark or is it listed in the National Register of Historic Places due to national significance? State whether or not the property is a National Historic Landmark (NHL) and describe its architectural and historical significance. Note that listing in the National Register is a requirement for HPF funding, but very few properties are designated as NHLs or listed because of national significance. Check the National Register nomination to verify the level of significance of the property. *Also note that NHL properties require additional technical review by the National Park Service and the applicant should plan accordingly in the timetable.
- 0 pts 12. Please submit any long-range schematic planning documents that have been prepared for future phases of rehabilitation. Although this criterion does not offer additional points, submission of planning documents provides the DHPA with the opportunity to review planned rehabilitation activities to determine compatibility or potential conflict with the applicable Secretary of the Interior's Standards. In cases of potential conflict, the DHPA will attempt to resolve any such issues prior to considering a funding offer and the execution of a protective covenant.
- If funding is awarded and invested in the subject property, both grant-assisted activities and any future rehabilitation efforts within the covenant period must meet the Secretary of the Interior's Standards for Rehabilitation under the terms of a federally required protective covenant that must be placed on the property.
 - Grant awards of up to \$50,000 require a protective covenant to be in effect for a period of five (5) years;
 - Grant awards greater than \$50,000 require a protective covenant to be in effect for a period of ten (10) years.
 - If the subject property has no long-range planning documents in place, or an end use and future phases of rehabilitation have not been identified, please indicate that this is the case.
 - If the subject property is already occupied and the current use of the building is not expected to change in the near future, please indicate that this is the case.
 - Please note: grant applicants (or the property owner) must sign and submit the Covenant Acknowledgment Form as part of this grant proposal.

 136 Points Possible after elimination of criterion #6; there is no need to reallocate points to other criteria.

FY2026 HPF GRANT PROGRAM EVALUATION AND SELECTION PLAN

The Historic Preservation Fund (HPF) is a program of the U.S. Department of the Interior, National Park Service that is administered in Indiana by the Department of Natural Resources, Division of Historic Preservation and Archaeology. The following items are the federal program guidelines and requirements, and state procedures and policies used to administer this program. More specific guidelines may also be provided in the Administrative and Categorical Priorities, as well as the categorical application packets. These guidelines are intended to foster the careful and responsible use of the limited grant funds available for cultural resource management and to provide the greatest public benefit to the current and future citizens of Indiana. Grant applications are reviewed by professional staff, measured and scored against publicly approved evaluation criteria, selected for funding on a competitive basis, and approved for funding by the State Historic Preservation Officer.

Eligibility Requirements

Eligible applicants include municipal government entities, educational institutions, and not-for-profit organizations with 501(c)(3) tax-exempt status. Private individuals and for-profit entities are not eligible to receive competitive grant funds in the Architectural and Historical or the Acquisition and Development Categories. For-profit entities are eligible to apply in the Archaeological Category only.

Properties that will be the subject of feasibility studies or plans and specifications for future rehabilitation activities MUST already be listed in the National Register of Historic Places at the time of application.

Properties that will be rehabilitated with federal funds MUST already be listed in the National Register of Historic Places at the time of application, should be open and available to the public on a regular basis (unless closed for public safety reasons), and must be non-income-producing (non-profit).

- Properties where the owners do not agree to abide by the terms and conditions of the federally required protective covenant will not be considered for HPF grant assistance.
- Properties where the owners plan current or future phases of rehabilitation activities that will be highly likely to conflict with the Secretary of the Interior's Standards for Rehabilitation may not be considered for HPF grant assistance.

Reimbursement

Grant funds are paid out on a reimbursement basis after submission of proper documentation that project costs were incurred and paid by the grant recipient. Reimbursements are made according to the project's funding ratio.

Standard Funding Ratios

All projects will be funded on a 50/50 basis (50% federal share / 50% local matching share), except that CLG projects will be funded on a 60/40 basis (60% federal share / 40% local matching share), and Survey projects will be funded on a 70/30 basis (70% federal share / 30% local matching share).

Source of Matching Funds

Local matching funds to the grant must be non-federal in origin, per federal HPF program guidelines. For example, ARPA funds cannot be used as part or all of the local non-federal matching funds to HPF grants. Acceptable forms of match include cash from state, local, and private sources, as well as the fair market value of donated goods and professional services, and volunteer labor valued at minimum wage.

Standard Award Limits

Architectural and Historical Category:

- Minimum grant request = \$5,000
- Maximum grant request = \$50,000

Archaeological Category:

- Minimum grant request = \$10,000
- Maximum grant request = \$50,000

Acquisition and Development Category:

- Minimum grant request = \$10,000
- Maximum grant request = \$75,000

Funding requests must fall within these parameters. If the project runs over budget, so that the actual project costs exceed the amount of the grant plus the required local match, the local grant project sponsor must bear the additional costs.

Categorical Funding Ratios

Once Indiana's HPF allocation is determined each year, staff will target at least 50% of this amount for distribution as grants. Of the remaining funds, approximately 5% of the total HPF allocation will be reserved for cooperative agreement projects. Therefore, approximately 55% or more of total HPF funds will be redistributed to assist local projects each year. The remaining funds will be used to support the production of public education materials, several staff positions, and certain State Historic Preservation Office operation needs.

The amount of funding that is set aside for HPF grants will be divided among the three project categories according to pre-determined funding ratios from the following sliding scale. Based on the demonstrated demand for funds in the three project categories over the last three years and other considerations and budgeting factors, the following sliding scale represents what staff believes is the most fair distribution of funds in light of funding demand trends and the uncertainty of Congressional appropriation levels for the HPF program. The sliding scale also provides for pre-approved and instantaneous direction for the categorical allocation of funds in the event that Congress does not pass the Department of the Interior spending bill (which includes HPF appropriations) or the National Park Service does not provide state-by-state apportionment figures until after the State Historic Preservation Officer approves the DHPA's ranked funding recommendations. (This situation is very common, but the existence of the sliding scale has reduced delays in project initiation.)

At the top of each "column" is a range for the amount of grant funds available and a set of allocation percentages for the three project categories. For example, if funding for the HPF grants program is set by DHPA staff at \$625,000, which falls within the range covered by Column 4, then the Architectural & Historical category would receive \$81,250 (which is 13% of \$625,000). The dollar figures within each column represent the high and low ends of the range for categorical funding amounts based on the allocation percentages. These funding allocations balance the need to accommodate important local heritage projects and survey programs for archaeological sites with the greater overall demand for bricks-and-mortar funding. Since 2022, the amount set aside for grants has fallen within the range covered by Column 4.

Money Available for Grants	:	<u>Column 1</u>	:	<u>Column 2</u>	:	<u>Column 3</u>	:
	:		:		:		:
If funding is at least:	:	\$300,000	:	\$400,000	:	\$500,000	:
But less than:	:	\$400,000	:	\$500,000	:	\$600,000	:
	:		:		:		:
Architectural & Historical	:	15%	:	14%	:	13%	:
minimum allocation	:	\$ 45,000	:	\$ 56,000	:	\$ 65,000	:
maximum allocation	:	\$ 60,000	:	\$ 70,000	:	\$ 78,000	:
	:		:		:		:
Archaeological	:	30%	:	28%	:	27%	:
minimum allocation	:	\$ 90,000	:	\$112,000	:	\$135,000	:
maximum allocation	:	\$120,000	:	\$140,000	:	\$162,000	:
	:		:		:		:
Acquisition & Development	:	55%	:	58%	:	60%	:
minimum allocation	:	\$165,000	:	\$232,000	:	\$300,000	:
maximum allocation	:	\$220,000	:	\$290,000	:	\$360,000	:
	:		:		:		:

Money Available for Grants	:	<u>Column 4</u>	:	<u>Column 5</u>	:	<u>Column 6</u>	:
	:		:		:		:
If funding is at least:	:	\$600,000	:	\$700,000	:	\$800,000	:
But less than:	:	\$700,000	:	\$800,000	:	\$900,000	:
	:		:		:		:
Architectural & Historical	:	13%	:	13%	:	13%	:
minimum allocation	:	\$ 78,000	:	\$ 91,000	:	\$104,000	:
maximum allocation	:	\$ 91,000	:	\$104,000	:	\$117,000	:
	:		:		:		:
Archaeological	:	25%	:	22%	:	19%	:
minimum allocation	:	\$150,000	:	\$154,000	:	\$152,000	:
maximum allocation	:	\$175,000	:	\$176,000	:	\$171,000	:
	:		:		:		:
Acquisition & Development	:	62%	:	65%	:	68%	:
minimum allocation	:	\$372,000	:	\$455,000	:	\$544,000	:
maximum allocation	:	\$434,000	:	\$520,000	:	\$612,000	:
	:		:		:		:

Note: If the amount of funding available for the HPF grant program ever exceeds \$900,000, staff recommends maintaining the funding allocation percentages from Column 6. Similarly, if the amount of funding available for the HPF grant program is ever less than \$300,000, staff recommends maintaining the funding allocation percentages from Column 1. Historically, the amount of funding available for Indiana's HPF grant program usually falls within the ranges covered by Column 2, Column 3, or Column 4.

Staff will revisit the sliding scale percentages every second year (in preparation for the program cycles in even-numbered federal fiscal years) and compare them against statistical data for the previous three-year period, including the average demand for grant funds in each category. This method controls for sudden spikes or drops in both the demand for and availability of grant funds, but still responds to overall trends in the categorical demand for grant funding. Staff will also consider other budgeting factors that may affect the amount available for the HPF grant program. Staff may also revisit the sliding scale percentages in odd-numbered federal fiscal years when major programmatic changes are proposed or other situations arise that may affect or warrant changes to the funding ratios.

Grant Evaluation and Selection Procedures

DHPA Staff and the State Historic Preservation Officer will follow these procedures to select grant projects for funding.

- I. DHPA Staff develops grant evaluation criteria and grant program guidelines.
 - A. DHPA Staff revisits the grant evaluation criteria and grant program guidelines from the previous year, considers appropriate or necessary changes, and drafts revisions to the evaluation criteria and guidelines for the next funding round to keep the program responsive to identified preservation needs in the state.
 - B. DHPA Grants Staff posts the draft grant evaluation criteria and grant program guidelines on the division's website a minimum of sixty (60) days prior to the cut-off point of the public comment period.
 - C. DHPA Grants Staff notifies the public of the availability of the draft grant evaluation criteria and grant program guidelines a minimum of sixty (60) days prior to the cut-off point of the public comment period.
 - D. DHPA Grants Staff collects written comments on the draft criteria and guidelines up to the cut-off point of the public comment period.
 - E. DHPA Grants Staff provides recommendations to the State Historic Preservation Review Board, indicating:
 1. Revisions to the grant program guidelines (if any);
 2. Revisions to the sliding scale funding guidelines for the three project categories (if any);
 3. Revisions to the grant evaluation criteria (Administrative, Architectural and Historical, Archaeological, and Acquisition and Development), including the point value of each criterion and the minimum Administrative score required to qualify for grant funding.
 - F. DHPA Grants Staff summarizes any public comments received on the draft criteria and guidelines for the State Historic Preservation Review Board at its spring meeting.
 - G. The State Historic Preservation Review Board reviews Staff's recommendations, considers public comments received, suggests or requests any appropriate changes, and formally approves the criteria and guidelines for the next funding cycle.
- II. DHPA Grants Staff solicits and accepts grant proposals.
 - A. DHPA Grants Staff prepares grant application materials that include the evaluation criteria and program guidelines approved by the State Historic Preservation Review Board and sets the date of the grant application deadline.
 - B. DHPA Grants Staff posts the application materials on the State Budget Agency's grants website a minimum of sixty (60) days prior to the grant application deadline.
 - C. DHPA Grants Staff advertises the availability of grant application materials a minimum of sixty (60) days prior to the grant application deadline.
 - D. DHPA Grants Staff receives and records grant proposals up to the application deadline; late proposals are not accepted.
- III. DHPA Staff evaluates, scores, and ranks grant proposals.
 - A. DHPA Grants Staff conducts technical reviews of grant proposals to determine that each is complete; additional information or forms are requested from the proposal authors, if necessary; approximately ten (10) days are allotted for proposal authors to supply any missing information and/or forms.
 - B. DHPA Grants Staff establishes a five-member or six-member review committee for each project category.
 1. Each committee includes two Grants Staff members who meet the Secretary of the Interior's Professional Qualifications Standards.
 2. Each committee includes three or four Program Area Staff members who meet the Secretary of the Interior's Professional Qualifications Standards in disciplines relevant to the work items allowed in the project categories.
 - C. Review committee members read and score grant proposals independently, then meet as a group to discuss each project and the corresponding scores.
 - D. The Grants Staff prepares the ranked list based on the committee members' scores.
 1. All reviewers' scores for each criterion are recorded.
 2. The highest score for each criterion is eliminated.
 3. The lowest score for each criterion is eliminated.
 4. The remaining scores for each criterion are averaged to one decimal place.
 5. The sums of the averaged scores for the Administrative and categorical evaluation criteria are computed; projects that meet or exceed the minimum Administrative score will be recommended for

funding; projects that do not meet the minimum Administrative score will not be recommended for funding. (See “Minimum Administrative Score” below.)

6. The Administrative and categorical evaluation criteria scores are added together to compute the total project score; the ranked list for each project category is prepared by arranging proposals from highest to lowest total project scores; any proposals not recommended for funding are automatically placed at the bottom of the list, regardless of their score. In the event of a tied score within a category, the proposal with the higher Administrative score will be ranked higher.

IV. DHPA Grants Staff prepares funding recommendations for the State Historic Preservation Officer.

- A. DHPA Grants Staff prepares an information packet for the State Historic Preservation Officer that summarizes the details of the HPF Program grant round, including:
 1. The overall demand for funds, a breakdown of the demand for funds by project category, and other pertinent statistical information.
 2. The amount targeted for distribution as subgrants, if known at that time.
 3. The amount proposed for distribution as subgrants to Certified Local Governments, if known at that time.
 4. The ranked list for each project category.
 5. A summary of each grant proposal that lists the name of the project, the name of the applicant, the total project score, the federal and non-federal shares of the project budget, the amount of grant funding recommended, a brief description of the project, and any pertinent staff comments.
- B. DHPA Grants Staff forwards the funding recommendations packet to the State Historic Preservation Officer and answers any questions about the program, categories, or individual projects.
- C. The State Historic Preservation Officer reviews and approves the funding recommendations.

Minimum Administrative Score

Regardless of project category, each grant application must include responses to the Administrative Priorities. This set of evaluation criteria examines the past performance of project staff, the budget and timetable for the proposed project, the type and availability of matching funds committed to the project, and other basic factors that pertain to all projects. The Administrative Priorities are intended to ensure that proposals are properly formulated, include reasonable and realistic budgets and timetables, include the necessary documentation to prove project readiness, and have key personnel with past track records of satisfactory performance. In short, the Administrative score tends to indicate the likelihood that a project is ready to move forward, be completed on-time and on-budget, and be brought to satisfactory and successful conclusion. A low score on the Administrative Priorities reduces a project’s overall chances of being funded; however, there is a minimum threshold that proposals must meet to be recommended for funding.

The Administrative Priorities have a total of 142 points, but 12 of these are reserved only for grant proposals from Certified Local Government communities. Therefore, there are 130 administrative points potentially available to ALL grant proposals. Based on the evaluation criteria, DHPA Staff have determined that proposals must score a minimum of 65.0 points in order to demonstrate an adequate level of project readiness and a reasonable likelihood of a timely and successful completion of the project. Any proposals that do not score at least 65.0 points on the Administrative Priorities will not be recommended to the State Historic Preservation Officer for funding consideration.

Reallocation of Funds

In rare cases, grant projects fail to achieve their objectives, either in whole or in part. When a grant funding offer is declined or a grant agreement is terminated at the beginning of the project cycle, there is often enough time to initiate and complete a new project using the remaining grant funds. However, when a project cancellation or a major reduction in the scope of work occurs in the middle or at the end of the grant cycle, it is not possible to initiate and complete a new project due to the short duration of the federal grant cycle and the “use-it-or-lose-it” policy that governs this federal program. In this case, remaining grant funds must be reallocated to existing grant projects, and/or DHPA operating expenses and office needs.

When enough time permits, the DHPA Grants Staff may use the funds remaining from a cancelled project to make a grant award to the top-ranked unfunded project in the same category, as long as that project was recommended for funding. However, if the amount of funding available is not enough to constitute a meaningful grant award to that

project, the DHPA Grants Staff may consider funding the top-ranked unfunded project in another category where there may be a better match between the amount of funds available and the amount of funds requested. If it is not convenient to make a funding award to a top-ranked unfunded project, the remaining funds can be used to assist other activities through cooperative agreements.

At the end of the grant cycle, unused funds may be reallocated to projects that have gone over budget and have documented “local overmatch” of the federal grant funds. Any additional grant payments are still subject to the same local match ratio requirements, but the additional payments may exceed the maximum categorical grant award limits if it is necessary to do so in order to use all of the remaining HPF grant funds. First priority for reallocation of funds will be given to projects that request such assistance in writing during the active period of the project. After formal written requests for additional funding assistance have been honored, if possible and appropriate, preference will be given to not-for-profit organizations ahead of municipal governments and educational institutions.

Certified Local Governments

The National Park Service requires that a minimum of 10% of each state’s annual HPF allocation be distributed to municipalities that have been federally designated as Certified Local Governments. Indiana currently has twenty-four (24) CLG communities: Bloomington, Carmel, Crawfordsville, Crown Point, Elkhart, Evansville, Fort Wayne, Hobart, Huntington, Lafayette, LaPorte, Logansport, Madison, Mishawaka, unincorporated Monroe County, Muncie, Nappanee, New Albany, Newburgh, Pendleton, Richmond, South Bend, unincorporated St. Joseph County, and West Lafayette. CLGs compete for grant funds with all other applicants, but they are given a competitive advantage in the evaluation criteria and also receive a more advantageous funding ratio. If the state does not meet its minimum 10% pass-through quota to CLG communities, the remaining portion of that amount is retained by the National Park Service and is no longer available to the state. Therefore, it is imperative to fund enough CLG projects to meet the minimum 10% pass-through quota each year.

If the 10% CLG quota is not met through the grant round because not enough CLG grant proposals are submitted and/or funded, the DHPA will investigate options to fund one or more cooperative agreements with CLGs, or hold a supplementary grant round just for CLGs, in order to meet and exceed the minimum requirement. However, if CLG grant projects are cancelled in the middle or at the end of the grant cycle, it may not be possible to initiate and complete new CLG projects within the time remaining. In such cases, the DHPA Grants Staff will reallocate uncommitted CLG funds to existing CLG grant projects. This will be achieved by increasing the federal funding ratio evenly among all CLG projects at least until the minimum quota is met. For example, the federal funding ratio for all CLG projects might be raised from 60% to 68%, if such an increase would bring the state’s CLG commitments above the minimum quota level. This will prevent the state from losing any of its annual federal funding.

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000071941

This Contract ("Contract"), entered into by and between Indiana Department of Natural Resources/Division of State Parks (the "State") and BLACK FOLKS CAMP TOO (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract: In Exhibit A, attached hereto and incorporated herein (the Services).
- 2. Consideration.** The Contractor will be paid at the rate of \$17,500.00 for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$17,500.00.
- 3. Term.** This Contract shall be effective for a period of one (1) year. It shall commence on April 01, 2023 and shall remain in effect through March 31, 2024.
- 4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 5. Assignment; Successors.**
 - A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.
- 6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

- 8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all

necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor 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 Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor 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 Contractor 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 Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor 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 Contractor certifies by entering into this Contract 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 of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, 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 Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor 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.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, 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 Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, 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 the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and

2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract 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 the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

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

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor 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 Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor'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;

- 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 Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- 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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes 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.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

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

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor 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 Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30)

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 Contract.

21. 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 Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
-------	--------------	-------	-------------------------	---------

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/policies-procedures-and-standards/> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are N/A.

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. 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, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor 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 paragraph may be regarded as a material breach of this Contract, 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 Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Ginger A Murphy
402 W Washington St, W298
Indianapolis, IN 46204
E-mail: GMurphy@dnr.in.gov

B. Notices to the Contractor shall be sent to:
Earl B Hunter
PO Box 1581
Brevard, NC 28712
E-mail: earl@blackfolkscamptoo.com

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

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract 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 Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with

applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: None/Not Applicable.

Non-Collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract 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 Contract, the Contractor 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 Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract 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, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.


BLACK FOLKS CAMP TOO

By: 
0274BCB71E93499...

Title: president

Date: 4/3/2023 | 12:14 PDT

Indiana Department of Natural Resources

By: 
37BAD8F0EBB34CD...

Title: CFO

Date: 4/3/2023 | 15:25 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

EXHIBIT A

The Contractor is proud to be partnering with Indiana State Parks for an education program built upon the Black Folks Camp Too – ROI (Return On Inclusion) mission, messaging and training. The Black Folks Camp Too - UNITY BLAZE logo will be used to promote Unity in Indiana State Parks and Beyond. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

- a. Develop and produce an educational training course that generates enthusiasm among the State staff teams to become more educated in how to guide Black Folks and People of Color through a state park camping experience or other state park usage. Specifically, a 3-section interactive education course including video, text, images and quiz questions tailored to illuminating the Black camping and State Park visitor.
 - i. SECTION #1 - Starting Points Matter--A foundational video about understanding the generational fears, lack of knowledge, and lack of invitation among Black Folks into the great outdoors.
 - ii. SECTION #2 - What we Know About the Outdoors--An instructional video that goes a bit deeper into some of what Black Folks know (and don't know) about camping and the outdoors.
 - iii. SECTION #3 - A Welcoming Environment--A video tutorial that outlines some specific ways of welcoming more diverse state park visitors.
- b. Program elements to be completed by the Contractor as follows:
 - i. Scripting, production, and implementation of online interactive course (including video production to include footage as provided by the State as determined appropriate for the educational message).
 - ii. Development of integrative Q&A "State Park Quizzes" throughout the online course.
 - iii. Management and hosting of the Unity Blaze online education course which includes reporting on number of the State participants, completion rate and test scores.
 - iv. Design and production of Unity Blaze merchandising kits with inventory ready in conjunction with course launch.
- c. Earl B. Hunter Jr to keynote to Indiana State Parks (45 minutes with 15 minutes Q+A) with the following objectives/run of show:
 - i. Showing of "Night of Unity" - an 8 min short-short film by Contractor
 - ii. Share foundational knowledge about what has kept many Black Folks and People of Color from experiencing and enjoying the great outdoors.
 - iii. Learn sincere, meaningful, measurable, and sustainable ways to partner with neighboring outdoor advocacy organizations to help promote Unity in the Outdoor Community and beyond.
 - iv. Learn the value of "inviting" EVERYONE (any race, age, or gender) into the great outdoors AND ways to increase ROI (Return On Inclusion) via sales and marketing tools.
 - v. Showing of "Coach Pough knows" by Contractor (3 min)
 - vi. Launch + invitation to the Indiana State Parks Digital Education Initiative (training program)

d. Additional Deliverables

- i. Contractor will provide certified documentation for all users that complete and have *passed and completed* the three training modules.
- ii. Contractor will list each certified state park on blackfolkscamptoo.com
- iii. Individual DNR properties will be considered “certified” when the property manager has passed and completed the three training modules.
- iv. DNR properties who do not certify will not be mentioned in press releases, social media promotions, or the Contractor website and will not be eligible to receive merchandising materials.

Duties of State

- e. Participate in a kickoff working session to communicate key messaging and mandatory content elements to be included in the videos.
- f. Support the video production by helping with access to high resolution photos, videos logos, and other digital assets that represent the State brand and experience.
- g. Provide timely input and approvals on course outline, concepts, and designs.
- h. Promote the education platform internally to state park staff and support the successful completion of the program.

Please note: Contractor encourages ALL divisions and within the Indiana Department of Natural Resources, such as Wildlife, Tourism, and Friends of State Parks to register for the training course as a part of this contract. They may contact our office at info@blackfolkscamptoo.com.

The Contractor will be paid on the following schedule for performing the duties set forth above:

- i. \$10,000.00 upon completion of the digital education initiative modules.
- j. \$7,500.00 upon completion of the keynote address and promotional launch of the Digital Education Initiative.

Total remuneration under this Contract shall not exceed \$17,500.00.

AMENDMENT #1
CONTRACT #0000000000000000000071941

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Natural Resources/Division of State Parks (the "State") and BLACK FOLKS CAMP TOO (the "Contractor") approved by the last State signatory on 04/21/2023.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of one (1) year. It shall terminate on March 31, 2025.
2. The consideration during this extension period is \$62,166.00. Total remuneration under the Contract is not to exceed \$79,666.00.
3. The Contract is being amended by adding Continuing Education Training Modules in **Exhibit B**, attached hereto and incorporated fully herein by reference.

4. The Contract is amended by adding the following:

A. Minority and Women's Business Enterprises Compliance.

No certified MBE or WBE subcontractors will be participating in this Contract during the extension period.

B. Indiana Veteran Owned Small Business Enterprises Compliance.

No certified IVOSB subcontractors will be participating in this Contract during the extension period.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract 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 Contract, the Contractor 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 Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract 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, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

~~Contractor~~ BLACK FOLKS CAMP TOO

By: 
0274BCB71E93499...

Title: President

Date: 2/23/2024 | 09:48 PST

~~Department~~ Indiana Department of Natural Resources

By: 
37BAD8F0EBB34CD...

Title: CFO

Date: 2/23/2024 | 13:03 EST

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Exhibit B



Unity Blaze Return on Inclusion
Continuing Education
Training Modules

January 3, 2024





Training Module Benefits

Manage Time Commitment

Quarterly 20-30 minute training sessions allow staff to allocate their time more efficiently, ensuring minimal disruption to their daily responsibilities. It also makes it easier to fit training into busy schedules without overwhelming participants.

Improved Retention and Engagement

Shorter training sessions tend to enhance information retention and engagement. Participants can focus their attention on concise and targeted content, leading to better comprehension and absorption of key concepts. By spacing out the training over quarters, participants have time to digest the information, ask questions, and apply their learnings before the next session.

Apply Learning in Real-Time

Interval training allows participants to apply their learning and gain practical experience in between sessions. This approach encourages a continuous learning process and allows staff members to implement new strategies and skills gradually, ensuring a smoother transition and greater likelihood of successful implementation.

Increase Adaptability

The modular nature of 20-30 minute quarterly training sessions allows for greater flexibility and adaptability. It becomes easier to update content, address emerging topics challenges, and incorporate feedback from participants. This adaptability ensures that training remains relevant and aligned with the evolving needs.

Allow Flexibility

The online version allows the staff to choose the best time to complete the training over a longer time period.

Enhance Focus and Concentration

With shorter training intervals participants maintain focus and concentration. It reduces the risk of information overload that can occur during daylong sessions. Breaking down the training into digestible chunks, participants can stay engaged and attentive throughout the entire session.

Cost-Effectiveness

Online interval training is more cost-effective than daylong trainings. It minimizes the need for venue arrangements, catering services, and travel cost. Reduced time commitment allows staff members to spend more time on their regular duties.





Why Return on Inclusion is Important

Economic Benefits: State park systems often generate economic benefits for local communities through tourism, recreational activities, and job opportunities. By embracing diversity and inclusion, park systems can attract a wider range of visitors, increase cultural tourism, and stimulate local economies. This can result in a substantial increase in park system revenue and a more sustainable and vibrant park system overall.

Equity and Access: DNRs and State Parks are public resources, funded by taxpayer dollars, and therefore should be accessible to all individuals, regardless of their background, race, ethnicity, gender, or socio-economic status. Diversity and inclusion ensure that everyone has an equal opportunity to enjoy and benefit from these natural spaces.

Representation: State parks represent the natural beauty, cultural heritage, and ecological diversity of a region. By promoting diversity and inclusion, state park systems can ensure that the experiences and perspectives of all communities are represented and celebrated. This can help foster a sense of belonging and pride among different demographic groups.

Environmental Stewardship: State park systems often play a critical role in conserving and protecting natural resources, habitats, and biodiversity. By promoting diversity and inclusion, park systems can engage a broader range of communities in environmental stewardship and conservation efforts. This can lead to increased awareness, education, and support for protecting and preserving the natural environment.

Health and Well-being: State parks provide opportunities for outdoor recreation, physical activity, and mental rejuvenation. By ensuring diversity and inclusion, park systems can improve the health and well-being of all individuals, including those from historically underrepresented communities. Access to green spaces and outdoor activities can contribute to reduced health disparities and improved quality of life.

Summary: Diversity and inclusion are essential in state park systems to promote equity, representation, environmental stewardship, health, well-being, and economic benefits. By creating welcoming and inclusive environments, state parks can ensure that these natural resources are enjoyed and protected by all individuals, fostering a more equitable and sustainable society.





Training Considerations

Audiences

Our continuing education curriculum planning considers that there are 3 distinct audiences who will all benefit from the ROI training in different ways.

LEADERSHIP TEAM

- Specific learning modules that can help guide actionable ideas and programs that start at the top.
- Content will include Unity Blaze point of view on larger operational subjects like HR, Marketing, Education Programming, etc.
- Training will feature practical and actionable instruction.

ALL STAFF

- Wide reaching learning modules that can further communicate applicable action steps that anyone at the park can take to continue ROI thinking.
- These modules will help everyone at the park move from the “Why” ... to the “How, What, Where and When.”

INTERMITTENT STAFF

- Seasonal or intermittent staff should also be informed of the Unity Blaze ROI concepts and your state’s commitment to increasing unity in the outdoor community and beyond.
- Given the nature of how and when these team members brought on board, our goal is to make their training as easy as possible.
- Starting with the “WHY” is most critical for this audience.
- This will also include volunteers and “friends of Indiana DNR” audiences
- BFCT will add a custom video welcome and some conversation thought-starters at the end of this video





ROI - Continuing Education Plan

36 Months

20 - 30 minute Training Modules

	Leadership	All Staff	Intermittent
Sep 1 2023	ROI Foundation Training		Unity Blaze Keynote Video*
Jan 2024	How to Build a "Get Outdoors 101" Program for Newcomers	N/A	Unity Blaze Keynote Video*
Apr 2024	Effective Communication - Active Listening and Inclusive Language		Unity Blaze Keynote Video*
Jul 2024	Effective Community Outreach	N/A	Unity Blaze Keynote Video*
Oct 2024	Cultural Awareness - Avoid Stereotypes and Assumptions		Unity Blaze Keynote Video*
Jan 2025	Leveraging Cultural Heritage on Your Property	N/A	Unity Blaze Keynote Video*
Apr 2025	Effective Communication - Clarity and Non-Verbal Communication		Unity Blaze Keynote Video*
Jul 2025	Recruiting & Retaining an Inclusive Workforce	N/A	Unity Blaze Keynote Video*
Oct 2025	Cultural Awareness - Recognize and Respect Differences		Unity Blaze Keynote Video*
Jan 2026	Leverage your DEI/ROI to apply for grants	N/A	Unity Blaze Keynote Video*
Apr 2026	Financial Importance of Unity Blaze ROI		Unity Blaze Keynote Video*
Jul 2026	How to Plan and Host "Campfire Conversations"	N/A	Unity Blaze Keynote Video*

* BFCT will add a custom video welcome and some conversation thought-starters at the end of this video

BlackFolks
— CAMP TOO —



ROI - Continuing Education Plan

Proposed Fees

Return on Inclusion Continuing Education - Cost Schedule					
Quarterly Training Dates	Estimated Leadership	Estimated All Staff	Estimated Intermittent	Cost/Staff	Cost per quarter*
Jan 2024	175		TBD - N/C	\$12.50	\$2,188
Apr 2024		1350	TBD - N/C	\$12.50	\$16,875
Jul 2024	100		TBD - N/C	\$12.50	\$1,250
Oct 2024		1400	TBD - N/C	\$12.50	\$17,500
Jan 2025	250		TBD - N/C	\$12.50	\$3,125
Apr 2025		1350	TBD - N/C	\$12.50	\$16,875
Jul 2025	100		TBD - N/C	\$12.50	\$1,250
Oct 2025		1400	TBD - N/C	\$12.50	\$17,500
Jan 2026	100		TBD - N/C	\$12.50	\$1,250
Apr 2026		1350	TBD - N/C	\$12.50	\$16,875
Jul 2026	175		TBD - N/C	\$12.50	\$2,188
Subtotal					\$96,875
\$1.25 Cost/Staff Discount					-\$9,688
Total Cost					\$87,188

Employee count to be determined at the beginning of each quarter for cost accounting purposes

** The maximum cost per quarter for Indiana DNR is capped at \$14,000*

BlackFolks
— CAMP TOO —



ROI - Continuing Education Plan

Legal Considerations

Terms

1. BFCT will sell (not license) the 36 month Unity Blaze Return on Inclusion Training Program. At the end of 3 years Indiana will own their content to use in perpetuity.
2. Use of the Unity Blaze ROI Training Program curriculum is only for Indiana DNR employees. The program is not be be used for any reason outside of Indiana DNR departments. Nor is it be to be shared with other states. Lastly, the Unity Blaze ROI Training Program curriculum is not to be used for other Indiana state government entities outside of the DNR departments already included in the program.
3. Payment for continuing education modules will be due 60 days after each quarterly launch.
4. The cost to revise the current course to be in a SCORM format will be \$6,000 if Indiana is interested in embedding the curriculum into their Success Factor platform.
5. The 11 continuing education modules will be created in SCORM format for direct integration into the Success Factor platform.
6. The maximum cost for Indiana DNR for this access to this program will be capped at \$14,000 per quarter.
7. Customization requests from Indiana DNR for curriculum or other course elements that exceed standard scope of work for any quarterly module may result in additional costs. Any cost increases will be shared in advance of work as an estimate to be approved by Indiana DNR before customization work commences.





Unity Blaze Return on Inclusion Training

Proposal Total

Unity Blaze ROI Training Proposal Total	
Item	Cost
Foundational Course	\$10,000
ROI Continuing Education	\$87,188
SCORM LMS integration	\$6,000
BFCT Merchandise*	\$50,000
Subtotal	\$153,188
Foundational Course PAID	-\$10,000
Balance Due	\$143,188

** Indiana DNR will purchase up to \$50,000 of BFCT merchandise over the term of this agreement*

We would like to start February 1, 2024





STATE OF INDIANA

DEPARTMENT OF ADMINISTRATION
402 West Washington Street, Room 462
Indianapolis, Indiana 46204
317.232.3150

February 6, 2025

Via E-mail

Earl B. Hunter
Black Folks Camp Too
PO Box 1581
Brevard, NC 28712
E-mail: earl@blackfolkscamptoo.com

RE: Notice of Termination for Convenience
Professional Services Contract #71941 ("Contract")
Agency: Indiana Department of Natural Resources ("DNR")

Dear Mr. Hunter,

Pursuant to Section 45 [Termination for Convenience] of the above-referenced Contract, DNR has determined it is in the State's best interest to terminate the Contract with Black Folks Camp Too (hereinafter referred to as "Contractor"). This letter constitutes formal written notice of the termination pursuant to Section 45 of the Contract and shall be **effective March 6, 2025**, thirty (30) days from the date of this Termination Notice.

Contractor shall be compensated for services properly rendered prior to the effective date of termination.

Thank you for the services you have provided to the State under this Contract. If you have any questions regarding this Termination Notice, please contact Matthew Rea at MaRea@dnr.in.gov.

Sincerely,

Tammera J. Glickman
Deputy General Counsel
Indiana Department of Administration

cc: Dan Bortner
Chari Burke
Joseph Basile

AMENDMENT #1
CONTRACT #0000000000000000000071941

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Natural Resources/Division of State Parks (the "State") and BLACK FOLKS CAMP TOO (the "Contractor") approved by the last State signatory on 04/21/2023.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of one (1) year. It shall terminate on March 31, 2025.
2. The consideration during this extension period is \$62,166.00. Total remuneration under the Contract is not to exceed \$79,666.00.
3. The Contract is being amended by adding Continuing Education Training Modules in **Exhibit B**, attached hereto and incorporated fully herein by reference.

4. The Contract is amended by adding the following:

A. Minority and Women's Business Enterprises Compliance.

No certified MBE or WBE subcontractors will be participating in this Contract during the extension period.

B. Indiana Veteran Owned Small Business Enterprises Compliance.

No certified IVOSB subcontractors will be participating in this Contract during the extension period.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract 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 Contract, the Contractor 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 Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract 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, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

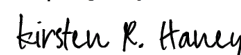
~~Contractor~~ BLACK FOLKS CAMP TOO

By: 
0274BCB71E93499...

Title: President

Date: 2/23/2024 | 09:48 PST

~~Department~~ Indiana Department of Natural Resources

By: 
37BAD8F0EBB34CD...

Title: CFO

Date: 2/23/2024 | 13:03 EST

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Exhibit B



Unity Blaze Return on Inclusion Continuing Education Training Modules

January 3, 2024





Training Module Benefits

Manage Time Commitment

Quarterly 20-30 minute training sessions allow staff to allocate their time more efficiently, ensuring minimal disruption to their daily responsibilities. It also makes it easier to fit training into busy schedules without overwhelming participants.

Improved Retention and Engagement

Shorter training sessions tend to enhance information retention and engagement. Participants can focus their attention on concise and targeted content, leading to better comprehension and absorption of key concepts. By spacing out the training over quarters, participants have time to digest the information, ask questions, and apply their learnings before the next session.

Apply Learning in Real-Time

Interval training allows participants to apply their learning and gain practical experience in between sessions. This approach encourages a continuous learning process and allows staff members to implement new strategies and skills gradually, ensuring a smoother transition and greater likelihood of successful implementation.

Increase Adaptability

The modular nature of 20-30 minute quarterly training sessions allows for greater flexibility and adaptability. It becomes easier to update content, address emerging topics challenges, and incorporate feedback from participants. This adaptability ensures that training remains relevant and aligned with the evolving needs.

Allow Flexibility

The online version allows the staff to choose the best time to complete the training over a longer time period.

Enhance Focus and Concentration

With shorter training intervals participants maintain focus and concentration. It reduces the risk of information overload that can occur during daylong sessions. Breaking down the training into digestible chunks, participants can stay engaged and attentive throughout the entire session.

Cost-Effectiveness

Online interval training is more cost-effective than daylong trainings. It minimizes the need for venue arrangements, catering services, and travel cost. Reduced time commitment allows staff members to spend more time on their regular duties.





Why Return on Inclusion is Important

Economic Benefits: State park systems often generate economic benefits for local communities through tourism, recreational activities, and job opportunities. By embracing diversity and inclusion, park systems can attract a wider range of visitors, increase cultural tourism, and stimulate local economies. This can result in a substantial increase in park system revenue and a more sustainable and vibrant park system overall.

Equity and Access: DNRs and State Parks are public resources, funded by taxpayer dollars, and therefore should be accessible to all individuals, regardless of their background, race, ethnicity, gender, or socio-economic status. Diversity and inclusion ensure that everyone has an equal opportunity to enjoy and benefit from these natural spaces.

Representation: State parks represent the natural beauty, cultural heritage, and ecological diversity of a region. By promoting diversity and inclusion, state park systems can ensure that the experiences and perspectives of all communities are represented and celebrated. This can help foster a sense of belonging and pride among different demographic groups.

Environmental Stewardship: State park systems often play a critical role in conserving and protecting natural resources, habitats, and biodiversity. By promoting diversity and inclusion, park systems can engage a broader range of communities in environmental stewardship and conservation efforts. This can lead to increased awareness, education, and support for protecting and preserving the natural environment.

Health and Well-being: State parks provide opportunities for outdoor recreation, physical activity, and mental rejuvenation. By ensuring diversity and inclusion, park systems can improve the health and well-being of all individuals, including those from historically underrepresented communities. Access to green spaces and outdoor activities can contribute to reduced health disparities and improved quality of life.

Summary: Diversity and inclusion are essential in state park systems to promote equity, representation, environmental stewardship, health, well-being, and economic benefits. By creating welcoming and inclusive environments, state parks can ensure that these natural resources are enjoyed and protected by all individuals, fostering a more equitable and sustainable society.





Training Considerations

Audiences

Our continuing education curriculum planning considers that there are 3 distinct audiences who will all benefit from the ROI training in different ways.

LEADERSHIP TEAM

- Specific learning modules that can help guide actionable ideas and programs that start at the top.
- Content will include Unity Blaze point of view on larger operational subjects like HR, Marketing, Education Programming, etc.
- Training will feature practical and actionable instruction.

ALL STAFF

- Wide reaching learning modules that can further communicate applicable action steps that anyone at the park can take to continue ROI thinking.
- These modules will help everyone at the park move from the “Why” ... to the “How, What, Where and When.”

INTERMITTENT STAFF

- Seasonal or intermittent staff should also be informed of the Unity Blaze ROI concepts and your state’s commitment to increasing unity in the outdoor community and beyond.
- Given the nature of how and when these team members brought on board, our goal is to make their training as easy as possible.
- Starting with the “WHY” is most critical for this audience.
- This will also include volunteers and “friends of Indiana DNR” audiences
- BFCT will add a custom video welcome and some conversation thought-starters at the end of this video





ROI - Continuing Education Plan

36 Months
20 - 30 minute Training Modules

	Leadership	All Staff	Intermittent
Sep 1 2023	ROI Foundation Training		Unity Blaze Keynote Video*
Jan 2024	How to Build a "Get Outdoors 101" Program for Newcomers	N/A	Unity Blaze Keynote Video*
Apr 2024	Effective Communication - Active Listening and Inclusive Language		Unity Blaze Keynote Video*
Jul 2024	Effective Community Outreach	N/A	Unity Blaze Keynote Video*
Oct 2024	Cultural Awareness - Avoid Stereotypes and Assumptions		Unity Blaze Keynote Video*
Jan 2025	Leveraging Cultural Heritage on Your Property	N/A	Unity Blaze Keynote Video*
Apr 2025	Effective Communication - Clarity and Non-Verbal Communication		Unity Blaze Keynote Video*
Jul 2025	Recruiting & Retaining an Inclusive Workforce	N/A	Unity Blaze Keynote Video*
Oct 2025	Cultural Awareness - Recognize and Respect Differences		Unity Blaze Keynote Video*
Jan 2026	Leverage your DEI/ROI to apply for grants	N/A	Unity Blaze Keynote Video*
Apr 2026	Financial Importance of Unity Blaze ROI		Unity Blaze Keynote Video*
Jul 2026	How to Plan and Host "Campfire Conversations"	N/A	Unity Blaze Keynote Video*

* BFCT will add a custom video welcome and some conversation thought-starters at the end of this video

Black Folks
— CAMP TOO —



ROI - Continuing Education Plan

Proposed Fees

Return on Inclusion Continuing Education - Cost Schedule					
Quarterly Training Dates	Estimated Leadership	Estimated All Staff	Estimated Intermittent	Cost/Staff	Cost per quarter*
Jan 2024	175		TBD - N/C	\$12.50	\$2,188
Apr 2024		1350	TBD - N/C	\$12.50	\$16,875
Jul 2024	100		TBD - N/C	\$12.50	\$1,250
Oct 2024		1400	TBD - N/C	\$12.50	\$17,500
Jan 2025	250		TBD - N/C	\$12.50	\$3,125
Apr 2025		1350	TBD - N/C	\$12.50	\$16,875
Jul 2025	100		TBD - N/C	\$12.50	\$1,250
Oct 2025		1400	TBD - N/C	\$12.50	\$17,500
Jan 2026	100		TBD - N/C	\$12.50	\$1,250
Apr 2026		1350	TBD - N/C	\$12.50	\$16,875
Jul 2026	175		TBD - N/C	\$12.50	\$2,188
Subtotal					\$96,875
\$1.25 Cost/Staff Discount					-\$9,688
Total Cost					\$87,188

Employee count to be determined at the beginning of each quarter for cost accounting purposes

** The maximum cost per quarter for Indiana DNR is capped at \$14,000*

Black Folks
— CAMP TOO —



ROI - Continuing Education Plan

Legal Considerations

Terms

1. BFCT will sell (not license) the 36 month Unity Blaze Return on Inclusion Training Program. At the end of 3 years Indiana will own their content to use in perpetuity.
2. Use of the Unity Blaze ROI Training Program curriculum is only for Indiana DNR employees. The program is not be used for any reason outside of Indiana DNR departments. Nor is it to be shared with other states. Lastly, the Unity Blaze ROI Training Program curriculum is not to be used for other Indiana state government entities outside of the DNR departments already included in the program.
3. Payment for continuing education modules will be due 60 days after each quarterly launch.
4. The cost to revise the current course to be in a SCORM format will be \$6,000 if Indiana is interested in embedding the curriculum into their Success Factor platform.
5. The 11 continuing education modules will be created in SCORM format for direct integration into the Success Factor platform.
6. The maximum cost for Indiana DNR for this access to this program will be capped at \$14,000 per quarter.
7. Customization requests from Indiana DNR for curriculum or other course elements that exceed standard scope of work for any quarterly module may result in additional costs. Any cost increases will be shared in advance of work as an estimate to be approved by Indiana DNR before customization work commences.





Unity Blaze Return on Inclusion Training

Proposal Total

Unity Blaze ROI Training Proposal Total	
Item	Cost
Foundational Course	\$10,000
ROI Continuing Education	\$87,188
SCORM LMS integration	\$6,000
BFCT Merchandise*	\$50,000
Subtotal	\$153,188
Foundational Course PAID	-\$10,000
Balance Due	\$143,188

** Indiana DNR will purchase up to \$50,000 of BFCT merchandise over the term of this agreement*

We would like to start February 1, 2024



Communication – improve interagency communication. Keep stakeholders informed about upcoming items of significance. Anticipate upcoming challenges and communicate appropriately.

- This bullet point should be updated as this goal is cascaded down. Every employee should have a measurable goal related to how they impact internal agency communications which could include things like policy/sop compliance, active participation in team meetings, taking ownership of fixing issues, and presenting ideas for process improvement. For supervisors, this goal should include effective supervision and communications with their team.

Customer Service & Enhance the DNR Brand – providing effective and efficient service is the agency's #1 priority. For both internal and external customers, the goal is to get to yes. Ensure a positive agency image with the public.

- This bullet point should be updated as the goal is cascaded down. Every employee should have a measurable goal related to how they contribute to a positive impression of the agency goal and to how they impact customer service in their position. This goal can include items related to participating in outreach/education, maintaining facilities/cleanliness for property staff, adhering to dress code/uniform policies, improvement in survey scores, customer response times, permit processing times, management plan completion quality/quantity, etc. For supervisor, this goal should include effective employee onboarding to help new team members understand the DNR mission, goals, and priorities.

Personal Development & Diversity - Create, promote, support, and engage in professional development and engagement activities to increase employee satisfaction and diversity.

- All employees must participate in at least three professional development activities in 2023. At least one activity must be related to diversity and inclusion. This can be completed via LinkedIn Learning, job shadowing, in person training, etc. After each professional development activity, employees should report back to their manager (via email or in-person during a scheduled 1:1) what was learned and how they will apply the learning. Supervisors and managers must participate in at least one additional activity related to a leadership topic.
- All employees must complete Black Folks Camp Too activities deemed required for their position.
- All supervisors must meet with each regular, full time or part time direct report one-on-one at least 1 time each quarter to discuss the employee's performance and development.