

ORDINANCE NO. 2010 - D45

DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY

**2010 EMERGENCY MANAGEMENT PERFORMANCE GRANT / \$3,700
CFDA #97.042 / EDS# C44P-1-106A**

WHEREAS, the Delaware County Emergency Management Agency has received a grant from the Indiana Department of Homeland Security; and

WHEREAS, it is necessary to establish funds in the Auditor's Office into which the grant proceeds will be deposited.

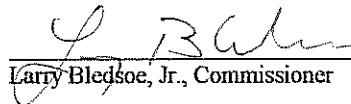
NOW, THEREFORE, BE IT ORDAINED that the Auditor shall establish a fund entitled the 2010 Emergency Management Performance Grant, C44P-1-106A, and shall issue a budget fund number with respect to these funds. Said funds are exempt from needing appropriation.

Dated this 6 day of December, 2010.

DELAWARE COUNTY COMMISSIONERS



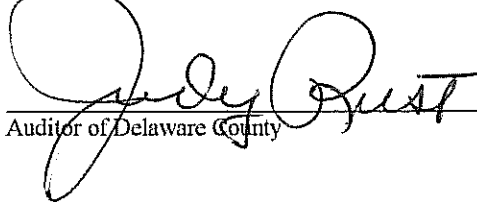
Todd R. Donati, President



Larry Bledsoe, Jr., Commissioner

Donald H. Dunnuck, Commissioner

ATTEST:



Auditor of Delaware County

**2010 EMERGENCY MANAGEMENT PERFORMANCE GRANT-COMPETITIVE
SUB-GRANT AGREEMENT**

CFDA #97.042

EDS# C44P-1-106A

This 2010 Emergency Management Performance Grant-Competitive Sub-grant Agreement (hereinafter called the "Agreement") is made and entered into by the Indiana Department of Homeland Security (hereinafter called the "State") and the Board of Commissioners of Delaware County (hereinafter called the "Sub-grantee"), for the purposes and subject to the term and conditions agreed to herein.

1. Purpose of Agreement

The purpose of this Agreement is to enable the State to make a sub-grant to the Sub-grantee from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2010 Emergency Management Performance Grant Program, Award Number 2010-EP-00-0005, for allowable expenditures as described in this Agreement, and contained in Exhibit A of this Agreement, attached hereto and fully incorporated herein.

2. Amount of Sub-grant

This sub-grant is for an amount not to exceed \$3,750.00 from the 2010 Emergency Management Performance Grant Program. The sub-grant funds shall be used exclusively in accordance with the provisions contained in this Agreement.

3. Term of Agreement

This Agreement shall commence on the date it has been signed by all signatories to the Agreement ("effective date"). The term of this Agreement shall end two (2) years after the effective date of this Agreement.

4. Payment of Sub-grant Funds

The payment of this sub-grant by the State to the Sub-grantee shall be made in accordance with and subject to the following conditions:

- A. This Agreement must have been executed by all signatories.
- B. The Sub-grantee must be in compliance with the terms and conditions of this Agreement to the State's satisfaction and all applicable federal and State requirements for any federal or State grant programs administered by the State.
- C. Prior to making a payment under this Agreement, the Sub-grantee will be required to provide the State with documentation showing that they have incurred an allowable cost in accordance with procedures and in the form and manner established by the State. The State will only process one request for payment from the Sub-grantee at a time (including request for payment under other grant agreements) and the Sub-grantee must have provided the State with sufficient documentation showing that funds provided to the Sub-grantee by the State in the previous payment (including payments made under other grant agreements with the State) has been expended in accordance with the Agreement before the State will process another request for payment.
- D. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Sub-grantee in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
- E. Reimbursement of an expenditure is not a final State decision about the allowability or eligibility of such cost and is not a waiver of any violation by the Sub-grantee of the terms of this Agreement. The Sub-grantee shall return to the State any and all funds provided to the Sub-grantee which are in excess of current needs, in excess of amounts approved by the State or the Federal Emergency Management Agency (FEMA), or found by audit or investigation to be owing to the State or FEMA. Repayment shall be made to the State within thirty (30) days after the Sub-grantee becomes aware of such excess fund or funds due or is notified by FEMA or the State. If the Sub-grantee fails to pay the State such

funds within thirty (30) days, and if FEMA assesses interest charges on these unpaid balances, the Sub-grantee shall be obligated to pay these interest charges. If immediate repayment is not possible, then a reasonable repayment schedule with, if applicable, interest charged on the unpaid balance, will be submitted to the State for approval.

- F. All payments are subject to the State's determination that the Sub-grantee's performance conforms to the terms and conditions of this Agreement.

5. Allowable Expenditures

- A. The sub-grant funds provided under this Agreement shall only be used for the expenditures that are contained in Exhibit A of this Agreement. The Sub-grantee may request, in writing, approval from the State to modify the expenditures itemized on Exhibit A. This request shall be submitted in the form and manner specified by the State. At its sole discretion, the State may, in writing, approve this request. The Sub-grantee must obtain this written approval from the State PRIOR to making an expenditure that is not in compliance with the expenditures in Exhibit A.
- B. The Sub-grantee shall comply with all applicable provisions of the U.S. Department of Homeland Security program guideline titled "Fiscal Year 2010 Emergency Management Performance Grants Program-Guidance and Application Kit" dated December 2009. This guidance document can be obtained from: http://www.fema.gov/pdf/government/grant/2010/fy10_empg_kit.pdf.
- C. Sub-grant funds shall not be used to pay for:
 - (1) expenditures otherwise budgeted for with state or local funds; or
 - (2) equipment procured or work performed prior to the effective date of this Agreement.

6. Sub-grantee's Duties and Responsibilities:

- A. The Sub-grantee shall be solely responsible for the proper implementation of the approved Project. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) Agreement; (2) attachments prepared by the State; and (3) Budget.
- B. The Sub-grantee shall obligate (which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts) the funds by July 31, 2011 or six (6) months after the effective date of this Agreement, whichever is earlier (the "Obligation Deadline"). The Sub-grantee shall liquidate (expend) the funds and submit a final report and documentation of expenditures made within sixty (60) days of the Obligation Deadline. The Sub-grantee may request, in writing, and the State may, at its sole discretion, provide written approval allowing the Sub-grantee additional time to obligate or liquidate the funds.
- C. Until this Project has been completed, the Sub-grantee shall submit to the State written quarterly reports detailing the progress toward completion of the Project. These reports shall include the information, be in the format specified and be submitted in accordance with the schedule established by the State.
- D. The Sub-grantee shall comply with the requirements in the document titled 2010 Emergency Management Performance Grant Program-Additional Federal and State Requirements available at: <http://www.in.gov/dhs/grants.htm>.
- E. If the funds received by the Sub-grantee exceed the Sub-grantee's actual allowable expenditures, the Sub-grantee will promptly return to the State all the funds received that exceed the actual allowable expenditures.
- F. **Buy American Act Compliance.** The funds provided under this Agreement are subject to the Buy American Act. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such a purchase would not be in the public interest.
- G. The Sub-grantee shall ensure that funds awarded under this Agreement are used to supplement existing funds, but will not replace (supplant), state or local funds that have been appropriated for the same purpose. Potential supplanting will be addressed in the application and pre-award review, post-award monitoring and any potential audits. The State may require the Sub-grantee to supply

documentation showing and certifying that a reduction in non-federal, non-matching resources occurred for reasons other than the receipt or expected receipt of federal funds.

- H. If the Sub-grantee has not already done so, within thirty (30) days of the effective date of this Agreement, the Sub-grantee shall provide the State with the principal point of contact for the Sub-grantee's digital geographic information system (GIS) data and digital orthophotography (air photos) data, including the name(s) and associated contact information (address, phone, e-mail). If the State so requests, the Sub-grantee will share with the State, at no cost to the State, the Sub-grantee's digital GIS data and digital orthophotography data with the State for emergency planning and response purposes. The data should be provided to the State in an ESRI compatible format, or a format in which both graphics and attribute data can be converted into an ESRI platform. Data should be accompanied by a description of the data set; preferably by Indiana Profile Metadata or FGDC metadata, or minimally by the following specific information:

- (1) Title of the data set
- (2) Description of the projection and coordinate system used
- (3) Brief description of the data sets and their attributes (description of the fields in the database)
- (4) Description of the accuracy of the data set, if known
- (5) Maintenance and update frequency.

- I. The Sub-grantee shall comply with the most recent version of the following Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to U.S. DHS grants are listed below:

(1) Administrative Requirements:

- 44 CFR Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Governments"
- 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

(2) Cost Principles:

- 2 CFR Part 225, State and Local Governments. (OMB Circular A-87)
- 2 CFR Part 220, Educational Institutions. (OMB Circular A-21)
- 2 CFR Part 230, Non-profit Organizations. (OMB Circular A-122)
- Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

(3) Audit Requirements: OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

- J. Failure to expend funds in accordance with this Agreement may be considered a material breach of the Agreement and shall entitle the State to impose sanctions against the Sub-grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Sub-grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all funds provided under this Agreement that have been expended for activities that are not in the scope of this project as set forth in this Agreement.

7. Notice to Parties

Whenever any notice, statement or other communication is sent to the State or Sub-grantee it must be sent to the following addresses, unless otherwise specifically advised in writing.

A. Notices to the State must be sent to:

Grants Management Director
Division of Planning and Assessment
Indiana Department of Homeland Security
302 West Washington Street, Room E220
Indianapolis, Indiana 46204

- B. Notices to the Sub-grantee shall be sent to the individual and address designated under Sub-grantee

Contact Information in Exhibit A of this Agreement.

8. Monitoring By the State

The State may conduct a monitoring review and evaluation of activities as deemed appropriate by the State. This provision survives the expiration or termination of this Agreement. The Sub-grantee will effectively ensure the cooperation of the Sub-grantee's employees in such monitoring and evaluation efforts. The Sub-grantee will take all actions necessary to correct or cure any findings identified by the State during its monitoring and evaluation.

9. Recordkeeping and Access to Records

- A. The Sub-grantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement. When records are stored away from the Sub-grantee's principal office, a written index of the location of records stored should be on hand and ready access should be assured. Records of different federal fiscal periods shall be separately identified and maintained so that information desired can be readily located. The Sub-grantee shall adequately protect records against fire or other damage.
- B. The Sub-grantee shall maintain these books, documents, papers, accounting records and other evidence pertaining to this project until at least three (3) years after the expiration date of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration date of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later. Notwithstanding this provision, if the federal regulations governing this grant (44 CFR 13.42) require additional records to be maintained or require the records to be maintained for a longer period, the Sub-grantee shall adhere to these federal requirements.
- C. The Sub-grantee must permit any authorized representative of the State (including an authorized representative of the State Board of Accounts), the U.S. Department of Homeland Security, or the United States Comptroller General to inspect all work, materials, payrolls, and other data and records that pertain to this Agreement or any projects being funded under this Agreement, and to audit the books, records, and accounts of the Sub-grantee and its sub-grantees and contractors that pertain to the Agreement or any projects being funded under this Agreement. Copies thereof shall be furnished at no cost to the State or United States government representatives if requested. Closeout of this project will not alter the Sub-grantee's audit responsibilities.

10. Close-Out Audit

Following the date on which all sub-grant funds provided pursuant to this Agreement are expended, upon termination of this Agreement, or upon expiration of this Agreement, whichever is earliest, Sub-grantee shall arrange for a financial and compliance audit of funds provided by State pursuant to this Agreement in accordance with the following:

- A. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the State Board of Accounts), and performed in accordance with the following:
 - (1) The Indiana State Board of Accounts publication entitled "Guidelines for Financial Examination of Entities Receiving Assistance from Governmental Sources,"; and
 - (2) Applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
- B. Sub-grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Agreement.
- C. Audits conducted pursuant to this paragraph shall be submitted no later than nine (9) months following the close of the Sub-grantee's fiscal year.
- D. Sub-grantee agrees to provide to the Indiana State Board of Accounts and the State an original of all financial and compliance audits.
- E. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Sub-grantee, and not of a parent, member, or subsidiary corporation of the Sub-grantee, except to the extent such an

expanded audit may be determined by the Auditor or the State to be in the best interests of the State.

- F. The audit shall include a statement from the Auditor that the Auditor has reviewed this Agreement and that the Sub-grantee is not out of compliance with the financial aspects of this Agreement.

11. Termination of Agreement

- A. This Agreement may be suspended or terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency, whenever, for any reason, the State determines that such suspension or termination is in the best interest of the State. Suspension or termination shall be effected by delivery to the Sub-grantee of a Suspension or Termination Notice, specifying the extent to which such suspension or termination becomes effective. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration (IDOA) shall be deemed to be a party to this Agreement 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.
- B. Costs resulting from obligations incurred by the Sub-grantee during a suspension or after termination of this Agreement are not allowable unless the State expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- (1) The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
 - (2) The costs would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the suspension or termination takes place.

12. Funding Cancellation

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

13. Compliance with Laws

- A. The Sub-grantee 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 Agreement shall be reviewed by the State and the Sub-grantee to determine whether the provisions of this Agreement require formal modification.
- B. The Sub-grantee 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.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Sub-grantee is not familiar with these ethical requirements, the Sub-grantee 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 Sub-grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Sub-grantee. In addition, the Sub-grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Sub-grantee certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Sub-grantee agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Sub-grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Sub-grantee is current in its payments and has submitted proof of such payment to the State of

Indiana.

- D. The Sub-grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Sub-grantee agrees that the State may delay, withhold, or deny work under this Agreement and any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the Sub-grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Sub-grantee, the Sub-grantee may request that it be allowed to continue, or receive work, without delay. The Sub-grantee 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 Sub-grantee warrants that the Sub-grantee and its contractors, 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 Agreement and grounds for immediate termination and denial of further work with the State of Indiana.
- G. The Sub-grantee 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 Sub-grantee and any principals of the Sub-grantee certify that:
 - (A) the Sub-grantee, 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 Sub-grantee will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.
 - (2) The Sub-grantee and any principals of the Sub-grantee certify that an affiliate or principal of the Sub-grantee and any agent acting on behalf of the Sub-grantee or on behalf of an affiliate or principal of the Sub-grantee:
 - (A) except for de minimis and nonsystematic violations, 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 Agreement, even if IC 24-4.7 is preempted by federal law.
- I. Accessibility Standards: Any information technology related products or services purchased used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at the following website: <http://www.access-board.gov/508.htm>.

14. Penalties/Interest/Attorney's Fees

The State will, in good faith, perform its required obligations under this Agreement 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 34-54-8-5, and IC 34-13-1.

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.

15. Severability

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

16. Survival

Any expiration or termination of this Agreement shall not affect the ongoing provisions of this Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Agreement that will survive the expiration or termination in accordance with their terms.

17. Remedies Not Impaired

No delay or omission of the State in exercising any right or remedy available under this Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

18. Waiver of Rights

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless the waiver is in writing and signed by the party claimed to have waived such right.

19. Drug-Free Workplace Certification

The Sub-grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Sub-grantee will give written notice to the State within ten (10) days after receiving actual notice that the Sub-grantee or an employee of the Sub-grantee 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 Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, the Sub-grantee hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Sub-grantee and made a part of the contract or agreement as part of the contract documents.

The Sub-grantee 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 Sub-grantee'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 Sub-grantee'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 Sub-grantee 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.

20. Nondiscrimination

- A. This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Sub-grantee or any sub-grantee or contactor or subcontractor.
- B. Pursuant to the Indiana Civil Rights Law, specifically including 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 Sub-grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee 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"). Furthermore, the Sub-grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- C. The Sub-grantee understands that the State is a recipient of federal funds, and therefore, where applicable, the Sub-grantee and any subgrantees, contractors and subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

21. Lobbying Certification

- A. As required by Section 1352, Title 31 of the U.S. Code and implemented at 44 CFR 18, the Sub-grantee certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-grantee, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The Sub-grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

22. Debarment and Suspension

A. State Debarment and Suspension Requirements.

- (1) The Sub-grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Sub-grantee.
- (2) The Sub-grantee certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The Sub-grantee shall immediately notify the State if any contractor 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 contractor for work to be performed under this Agreement.

B. Federal Debarment and Suspension Requirements

- (1) Prior to signing this Agreement, the Sub-grantee must notify the State if the Sub-grantee knows that the Sub-grantee or any of the principals of the Sub-grantee are presently excluded or disqualified from participation in this transaction by any Federal department or agency.
- (2) Sub-grantee shall not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs by any Federal department or agency.
- (3) The Sub-grantee shall provide immediate written notice to the State if at any time the Sub-grantee learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (4) As required by 2 CFR 3000.332, the Sub-grantee shall:
 - a. Comply with Subpart C of the OMB guidance in 2 CFR part 180; and
 - b. Include a similar term or condition in any covered transaction into which it enters at the next lower tier.

23. Governing Laws.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

24. Authority to Bind Sub-grantee

- A. Notwithstanding anything in this Agreement to the contrary, the signatory(ies) for the Sub-grantee represents that execution of this Agreement has been duly authorized by all necessary action required under Indiana law.
- B. The Sub-grantee shall not assign, sublet or transfer interest in this Agreement without the prior written consent of the State.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Sub-grantee, or that he/she is the representative, agent, member or officer of the Sub-grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Sub-grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

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

Sub-grantee: Board of Commissioners of Delaware County

By: _____

Printed Name: Todd Donati

Title: County Commissioner President

Date: 12-6-10

By: _____

Printed Name: Don DUNNUCK

Title: County Commissioner Vice President

Date: 12-6-10

By: _____

Printed Name: Larry Bledsoe

Title: County Commissioner member

Date: 12-6-10

[If this Agreement is with a County, the Agreement must be signed by at least 2 of the 3 county commissioners]

Certification by Sub-grantee Financial Officer:

By: _____

Printed Name: _____

Title: _____

Date: _____

Certification by Sub-grantee Project Director:

By: _____

Printed Name: _____

Title: EMA Director

Date: _____

Department of Homeland Security:

Joseph E. Wainscott, Jr.
Executive Director

Date: _____

Indiana Office of Technology:

(for)
Brain S. Arrowood
Chief Information Officer

Date: _____

Department of Administration:

(for)
Robert D. Wynkoop
Commissioner

Date: _____

State Budget Agency:

(for)
Adam M. Horst
Director

Date: _____

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on November 24, 2010. FA 10-65

Form Prepared By: Brad S. Gavin, Legal Counsel, Indiana Department of Homeland Security

Initials of agency legal counsel reviewer

Exhibit A



Indiana Department of Homeland Security (IDHS)

Delaware

Budget Id: 5385

Contact

name: Sonda Taylor
title: Office Manager
address: 100 W Washington
Room B43
Muncie, IN 47305
county: DELAWARE
phone: 765-747-4888
fax: 765-741-5795
email: staylor@co.delaware.in.us

Allocated Fund

2010 Emergency Management Performance Grant > State > Competitive EMA Grant

project manager: Gerri Husband
proposal: Competitive EMA Grant
encompass project id: 38510EMPCOMPEMA

Budget Items

Budget Total Amount: \$3,750.00

solution area: EQUIPMENT

		unit	price/rate	hours	amount
description:	Apple iPad	1.0	\$500.00	-	\$500.00
category	Information Technology				
discipline	Emergency Management				
narrative	Unit will provide mobile computing solution for EMA. Unit will integrate with current Mac devices and provide linking solution to EOC network operations. Unit will also provide link to EOC when Mobile Command Center is deployed for field operations.				
approved equipment #	04HW-01-INHW				
description:	Desktop Computer	1.0	\$1,000.00	-	\$1,000.00
category	Information Technology				
discipline	Emergency Management				
narrative	Desktop computer with quad video output to be used as primary system for using WebEOC in EOC.				
approved equipment #	04HW-01-INHW				
description:	LCD TV	1.0	\$250.00	-	\$250.00
category	Information Technology				
discipline	Emergency Management				
narrative	LCD TV will provide video solution for use in mobile EOC. Unit will be used for WebEOC display as well as serving as a monitoring point for media and mobile EOC video display.				
approved equipment #	04-MD-03-DISP				
description:	Laptop Computers	2.0	\$450.00	-	\$900.00
category	Information Technology				
discipline	Emergency Management				

narrative	Notebook computers will be integrated in to EMA response vehicles to provide field reporting, Internet and WebEOC access. Units will be installed in EMA Director & Deputy Director vehicles.				
approved equipment #	04HW-01-INHW				
description:	Portable Amateur (HAM) Radio	1.0	\$400.00	-	\$400.00
category	Interoperable Communications Equipment				
discipline	Emergency Management				
narrative	Currently EMA has no portable device to provide amateur radio communication. This unit will provide EMA interoperable communication with SkyWarn & R.A.C.E.S. groups during emergency response. This unit will also provide an alternative communications link to EOC.				
approved equipment #	06CP-01-PORT				
description:	Portable LED Information Display Unit	1.0	\$700.00	-	\$700.00
category	Information Technology				
discipline	Emergency Management				
narrative	Portable LED Information Display Unit will be used to broadcast and communicate various pertinent operational information as well as serving as a monitoring point RSS feeds from media and informational outlets.				
approved equipment #	04-MD-03-DISP				
EQUIPMENT TOTAL:					\$3,750.00