

ORIGINAL

ORDINANCE NO. 2017 - 010

DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY

**2016 EMERGENCY MANAGEMENT PERFORMANCE
GRANT PROGRAM / CFDA #97.042 / \$7,500**

WHEREAS, the Delaware County Emergency Management Agency has received a reimbursable 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 in a reimbursable account.

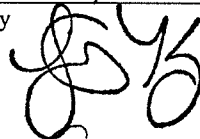
NOW, THEREFORE, BE IT ORDAINED that the Auditor shall establish a fund entitled the 2016 Emergency Management Performance Grant, and shall issue a budget fund number with respect to these funds. Said funds are exempt from needing appropriation.

Dated this 17 day of April, 2017.

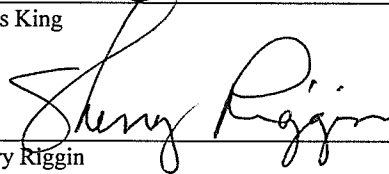
DELAWARE COUNTY COMMISSIONERS



Shannon Henry

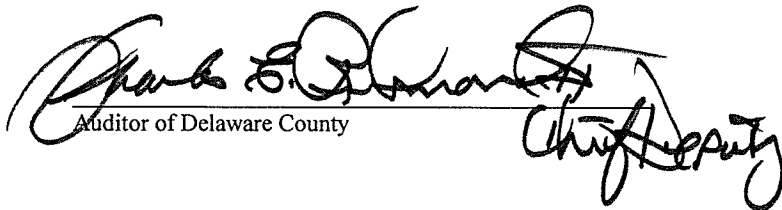


James King



Sherry Riggan

ATTEST:



Auditor of Delaware County
Chief Deputy

**2016 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM-
COMPETITIVE GRANTS
SUBRECIPIENT AGREEMENT
CFDA # 97.042**

Contract #000000000000000000017963

This 2016 Emergency Management Performance Grant Program-Competitive Grants Subrecipient Agreement (the "Agreement"), entered into by and between the **Indiana Department of Homeland Security** (the "State") and **DELAWARE COUNTY** (the "Subrecipient"), 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. Purpose of this Agreement.

The purpose of this Agreement is to enable the State, pursuant to its authority under IC 10-19-3-3, to make a subaward to the Subrecipient from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2016 Emergency Management Performance Grants Program, Federal Award Identification Number EMC-2016-EP-00006 (awarded to the State on May 31, 2016), for the allowable costs of this project (the "Project") as described in **Exhibit A**, which is attached to and fully incorporated into this Agreement.

The administrative and audit requirements and cost principles under 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 CFR 3002 are applicable to this Agreement.

The Subrecipient shall comply with the federal grant provisions contained in **Exhibit B** which is attached to and fully incorporated into this Agreement and when the duly authorized representative for the Subrecipient signs this Agreement, the signatory is making the certifications required by Exhibit B.

2. Amount of Subaward.

This subaward is for an amount not to exceed \$7,500.00. The funds received by the Subrecipient pursuant to this Agreement shall be used only to implement the Project in conformance with this Agreement and for no other purpose.

3. Term.

This Agreement shall begin on October 01, 2016 ("Effective Date") and shall remain in effect through October 31, 2017 ("Expiration Date"). This Agreement may only be extended upon the written agreement of the parties and as permitted by the state and federal laws governing this subaward. In no event shall payments be made for obligations incurred, equipment purchased or work performed before the Effective Date or after the Expiration Date of this Agreement.

4. Payment of Funds.

The payment of this subaward by the State to the Subrecipient shall be made in accordance with and subject to the following conditions:

- A. This Agreement must have been executed and approved by all required signatories and approvers.
- B. All payments shall be made in arrears in conformance with State fiscal policies and procedures. As required by IC §4-13-2-14.8, all payments will be by direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing. No payments will be made in advance of the Subrecipient's receipt of the goods or services.
- C. Prior to making a payment under this Agreement, the Subrecipient must have submitted to the State a receipt or other documentation demonstrating that the goods or services have been received by the Subrecipient, all equipment has been installed, if applicable,

and the Subrecipient has paid for an approved expenditure that is part of this Project. This request for reimbursement shall be submitted in the form and manner specified by the State and shall be accompanied by sufficient documentation to demonstrate that the expenditures were allowable expenditures. If this Agreement requires the Subrecipient to provide a match, each reimbursement request shall include the documentation for the match amount corresponding to the reimbursement amount requested.

D. As required by IC §4-13-2-14.8, all payments shall be made by electronic funds transfer to the financial institution designated by the Subrecipient in writing.

5. Subrecipient's Duties and Responsibilities.

A. The Subrecipient shall be solely responsible for the proper implementation of the approved Project. The Subrecipient shall implement and complete the Project in accordance with Exhibit A and its Application, which is on file with the State and is incorporated by reference. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement; (2) Exhibit B; (3) Exhibit A; and (4) Application submitted to the State.

B. The Subrecipient shall only use the funds provided under this Agreement for the itemized expenditures identified in Exhibit A of this Agreement and shall not spend more than the specified amount for each such itemized expenditure. The Subrecipient may request, in writing, approval from the State to modify the expenditures itemized or the amounts specified in 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 Subrecipient must obtain this written approval from the State PRIOR to making an expenditure that is not in compliance with Exhibit A.

C. The Subrecipient shall complete the Project ("Project Completion"), which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Expiration Date of this Agreement (the "Project Completion Deadline"). The Subrecipient shall pay out the funds, submit a final report and documentation of expenditures made, and submit all requests for payment within forty-five (45) days of the Project Completion Deadline. The State has the discretion, and reserves the right, to NOT reimburse the Subrecipient for an expenditure that does not comply with all of the requirements established in this paragraph.

D. The Subrecipient shall ensure that funds awarded under this Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

E. Until this Project has been completed, the Subrecipient 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.

F. The Subrecipient expressly represents and warrants to the State that the information set forth in its grant application is true, complete and accurate.

G. The Subrecipient shall comply with the requirements in the following:

i. The U.S. Department of Homeland Security Notice of Funding Opportunity ("NOFO") for the FY 2016 Emergency Management Performance Grant Program which is available from the State upon request or at: <https://www.fema.gov/fiscal-year-2016-emergency-management-performance-grant-program>. This NOFO is hereby incorporated into this Agreement by reference. By signing this Agreement, the Subrecipient agrees to comply that all allocations and use of funds will be in accordance with the requirements contained in the NOFO.

ii. The document titled "Indiana Department of Homeland Security, Comprehensive Training & Exercise Guidance, Volume I, September 21, 2012" (September 2012

yearly update version) available from: <http://www.in.gov/dhs/2426.htm>. (These requirements include, but are not limited to, the State's requirement the Homeland Security Exercise and Evaluation Program (HSEEP) Methodology be used for all training and exercise design, planning, conduct, and for the after action/improvement process, and, if it is available, that all training and exercises must be scheduled on the U.S. DHS National Exercise Schedule (NEXS) System to include all required information as listed on the NEXS System.)

- iii. If applicable, the requirements governing the preparation of local mitigation plans in 44 CFR 201.6.
- H. The Subrecipient shall file the annual financial report required by IC 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. The Subrecipient should use the information in Exhibit C as a guide to complete this annual financial report. Specifically the source of the funds; the formal federal grant program name and CFDA number if applicable; and classification of the funding as a feed for service or not is documented here. All grant documentation should be retained and made available to the State Board of Accounts if and when requested.

This annual report is not to be confused with the periodic filing of the Indiana Secretary of State's Business Entity Report. Additional information concerning this annual financial report can be obtained using notforprofit@sboa.in.gov.

6. Requirements Applicable to Property/Equipment Purchased Using Subaward Funds.

For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than \$500 acquired in whole or in part with funds provided under this Agreement, the Subrecipient must comply with the following requirements:

- A. Maintain records that include the following:
 - i. A description of the property;
 - ii. Manufacturer's model number;
 - iii. Manufacturer's serial number or other identification number;
 - iv. Vendor or other source of the property;
 - v. Identification of the title holder of the property;
 - vi. Acquisition date;
 - vii. State Award/Agreement number;
 - viii. Federal award identification number or FAIN;
 - ix. Percentage of Federal participation in the cost of the property;
 - x. Cost of the property;
 - xi. Physical location of the property;
 - xii. If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
 - xiii. Use of the property;
 - xiv. Condition of the property; and
 - xv. The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.
- B. As stated under 2 CFR 200.313(a), title to equipment having an acquisition cost of equal to or over \$5,000 acquired using these funds, will vest upon acquisition in the Subrecipient, subject to the following conditions:
 - i. The Subrecipient shall use the equipment for the authorized purposes of the Project during the period of performance, or until the property is no longer needed for the purposes of the Project.

- ii. The Subrecipient shall not encumber the property without approval of the U.S. Department of Homeland Security or the State.
 - iii. The Subrecipient must use and dispose of the property in accordance with 2 CFR 200.313(c)-(e).
- C. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall enter and maintain this inventory information using the Equipment Inventory module of the Indiana Grants Management System (iGMS). The required annual updates shall be entered into iGMS by the deadline established by the State.
- D. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The subrecipient must submit a description of its control system either in its grant application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.
- E. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
- F. For all property having an acquisition cost of over \$5,000, acquired in whole or in part with funds provided under the Agreement, the Subrecipient must also comply with the applicable federal requirements pertaining to equipment in 2 CFR 200.313. When any such property is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency, the Subrecipient must request instructions from the State, which will request instructions from the federal awarding agency, for the proper disposition of the property pursuant to 2 CFR 200.313.
- G. The Subrecipient agrees to the following:
- i. The property and any required support personnel shall be made available to the State of Indiana if requested as part of a state incident response.
 - ii. The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
 - iii. Personal use of the equipment is not permitted.
- H. These requirements are on-going and survive the expiration or termination of the Agreement and will remain in effect until the property is disposed of in accordance with the Agreement and applicable federal regulations.

7. Notice to Parties.

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

- A. State: Requests for payment and notices, reports, invoices and receipts required by Paragraphs 4, 5.B., 5.C., 5.E. and 6 of this Agreement shall be submitted to the State using the on-line Indiana Grants Management System (iGMS). All other notices, statements or other communications to the State shall be sent in writing to:

Grants Management Director
 Indiana Department of Homeland Security
 302 West Washington Street, Room E208
 Indianapolis, Indiana 46204

- B. Subrecipient: Notices to the Subrecipient shall be sent to the individual and address

designated under Subrecipient Contact Information in Exhibit A of this Agreement.

8. Project Monitoring By the State.

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

9. Recordkeeping and Access to Records; Close-Out Audit.

- A. Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Federal award must be retained until March 29, 2021.
- B. The State (including an authorized representative of the State Board of Accounts), the U.S. Department of Homeland Security, Federal Inspectors General, or the United States Comptroller General, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. These rights of access are not limited to the required retention period but last as long as the records are retained. Copies thereof shall be furnished at no cost to the State if requested.
- C. Notwithstanding this provision, if the federal regulations governing record retention and access for this grant (2 CFR 200.333 through 200.337) require additional records to be maintained, require the records to be maintained for a longer period of time, or impose other requirements; the Subrecipient shall adhere to these federal requirements.
- D. If required by applicable provisions of 2 CFR 200, the Subrecipient shall arrange for a financial and compliance audit that complies with 2 CFR 200.500 *et seq.*

10. Compliance with Laws.

- A. The Subrecipient 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 Subrecipient to determine whether the provisions of this Agreement require formal modification.
- B. The Subrecipient 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 Subrecipient 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 this subaward, the Subrecipient shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the Subrecipient is not familiar with these ethical requirements, the Subrecipient 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 Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Subrecipient. In addition, the Subrecipient 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 Subrecipient 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 Subrecipient agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Subrecipient is current in its payments

and has submitted proof of such payment to the State.

- D. The Subrecipient 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 Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or suspend under this section shall not be subject to penalty or interest.
- E. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with the State of Indiana.
- F. The Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC 5-22-3-7:
 - (1) The Subrecipient and any principals of the Subrecipient certify that:
 - (A) the Subrecipient, 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 Subrecipient will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.
 - (2) The Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient:
 - (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 this Agreement, even if IC 24-4.7 is preempted by federal law.

11. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Subrecipient's employees within the State of Indiana and cannot be further modified, altered or changed.

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

In addition to the provisions of the above paragraphs, if the total amount set forth in this

Agreement is in excess of \$25,000.00, the Subrecipient 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 Subrecipient's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such 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.

12. Employment Eligibility Verification.

This provision is only applicable to a Subrecipient that is not a political subdivision, as defined under IC 36-1-2-13, or a state educational institution, as defined under IC 27-7-13-32.

As required by IC §22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that:

- A. The Subrecipient has enrolled and is participating in the E-Verify program;
- B. The Subrecipient has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Subrecipient does not knowingly employ an unauthorized alien.
- D. The Subrecipient shall require its contractors who perform work under this Agreement to certify to the Subrecipient that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Subrecipient shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

13. 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.

14. 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.

15. Information Technology Accessibility Standards.

Any IT-related products or services that are purchased, used, or maintained through this grant must be compatible with the principles and goals that are contained in the electronic and information technology accessibility standards which have been adopted by the Architectural and Transportation Barriers Compliance Board (a/k/a the United States Access Board) under Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d. These standards are listed in Title 36 of the Code of Federal Regulations, Chapter XI, Part 1194.

16. Nondiscrimination.

- A. 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 Subrecipient 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 Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- B. The Subrecipient understands that the State is a recipient of federal funds, and therefore, where applicable, the Subrecipient and any subrecipients, contractors and 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.

17. Remedies for noncompliance.

If the Subrecipient fails to comply federal or State statutes, rules, regulations or this Agreement, the State may impose additional conditions as described in 2 CFR 200.207 or take any of the actions allowed by 2 CFR 200.338.

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. Debarment and Suspension.

- A. The Subrecipient 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 or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
- B. As required by 2 CFR 3000.332 for U.S. DHS/FEMA grants and 2 CFR 1200.332 for U.S. DOT grants, the Subrecipient shall:
 - i. Comply with Subpart C of the OMB guidance in 2 CFR part 180; and
 - ii. Include a similar term or condition in any covered transaction into which it enters at the next lower tier.

20. 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.

21. 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.

22. 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.

23. 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.

24. Lobbying Certification.

A. As required by Section 1352, Title 31 of the U.S. Code and implemented at 44 CFR 18 (for U.S. DHS/FEMA grants) and at 49 CFR 18 (For U.S. DOT grants), the Subrecipient certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient 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.

25. Authority to Bind Subrecipient.

- A. Notwithstanding anything in this Agreement to the contrary, the signatory for the Subrecipient represents that execution of this Agreement has been duly authorized by all necessary action required under Indiana law.
- B. The Subrecipient 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 INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subrecipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Subaward, the Subrecipient 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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Subrecipient 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 agree to the terms thereof.

DELAWARE COUNTY

Indiana Department of Homeland Security

By: *Steven G. Craycraft*

By: Jonathan L. Whitham

Digitally signed by Jonathan L. Whitham (for) Bryan J. Langley
DN: cn=Jonathan L. Whitham (for) Bryan J. Langley, o=Indiana Department of Homeland Security, ou=Executive Director, email=JWhitham@dhs.in.gov, c=US
Date: 2017.03.17 11:32:01 -04'00'

Title: Auditor

Title: (for) Bryan J. Langley

Date: 03/15/2017

Date: Langley

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

Exhibit A

**Indiana Department of Homeland Security (IDHS)
Delaware County (DUNS #005390377)**

Budget Id: 12496

Contact

name: Jason Rogers
title: Director HSEMA
address: 210 South Jefferson Street
E.O.C.
Muncie, In 47305
county: DELAWARE
phone: 765-747-7719
fax: 765-747-7719
email: jrogers@co.delaware.in.us

Allocated Fund

**2016 > Emergency Management Performance Grant > LOCAL > Competitive Grant
Program-2016 EMPG > EOC Electronic Technology Upgrades
project manager:** Jennifer Leach
proposal: 2016 EMPG Competitive 12496
encompass project id: 38516EMPG000000

Budget Items

Budget Total Amount: \$7,500.00

solution area: Equipment

unit price/rate hours amount

description: Electronic Technology stations fro the EOC

5.0 \$1,500.00 - \$7,500.00

category CBRNE Logistical Support Equipment

discipline Emergency Management

narrative Panasonic CF-53 laptop with associated software to run WebEOC and CAMEO.

approved

equipment #

04HW-01-INHW

Equipment TOTAL: \$7,500.00

EXHIBIT B
2016 EMERGENCY MANAGEMENT GRANT PROGRAM
FEDERAL REQUIREMENTS

The Subrecipient agrees to comply with all of the following requirements as listed below.

1. **Federal Regulations:** The Subrecipient shall comply with the administrative and audit requirements and cost principles under 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 CFR 3002. Some of these federal regulatory requirements are as follows:

- A. **Federal Procurement and Contracting Requirements.** [2 CFR 200, Subpart D, 2 CFR 200.318 through 200.326]

In addition to complying with all applicable documented Subrecipient procurement requirements which reflect applicable Indiana and local laws and regulations, the Subrecipient shall comply with the federal Procurement Standards established under 2 CFR 200, Subpart D, 2 CFR 200.318 through 200.326.

As required by 2 CFR 200.326, in addition to all other provisions required by U.S. Department of Homeland Security and the State, all contracts made by the Subrecipient using funds provided under this Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards". The requirements under Appendix II of Part 200 include, but are not limited to, the following requirements:

- i. A Subrecipient that has a contract exceeding \$150,000 must address in that contract administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
 - ii. A Subrecipient that has a contract exceeding \$10,000 must address in that contract termination for cause and for convenience by the Subrecipient including the manner by which it will be effected and the basis for settlement.

- B. **Conflicts of Interest.** [2 CFR 200.318 and 2016 Emergency Management Performance Grant Program Notice of Funding Opportunity]

As required by 2 CFR 200.318(c)(1), the Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

In addition, as required under 2016 Emergency Management Performance Grant Program Notice of Funding Opportunity (NOFO) [Page 22] conflicts of interest may arise during the process of FEMA making a Federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her

partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employee.

C. Mandatory Disclosures. [2 CFR 200.113 and 2016 Emergency Management Performance Grant Program Notice of Funding Opportunity]

As required by 2 CFR 200.113, the Sub-recipient must disclose, in a timely manner, in writing to the State all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Failure to make required disclosures can result in any of Failure to make required disclosures can result in any of the remedies described in § 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).

In addition, as required under 2016 Emergency Management Performance Grant Program Notice of Funding Opportunity (NOFO) [Page 22] the Subrecipient must, in writing, disclose to the State, within five days, any real or potential conflict of interest as defined by the Federal, state, or local statutes or regulations or the Subrecipient's own existing policies that may arise during the administration of the federal award.

2. Federal Award Requirements.

A. Whistleblower Protection Act

All Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

B. Use of DHS Seal, Logo, and Flags

All Subrecipients must obtain permission from U.S. DHS's prior to using the U.S. DHS seal(s), logos, crests or reproductions of flags or likenesses of U.S. DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

C. USA Patriot Act of 2001

All Subrecipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

D. Universal Identifier and System of Award Management (SAM)

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in this Agreement.

E. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in this Agreement.

F. Rehabilitation Act of 1973

All Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving Federal financial assistance.

G. Trafficking Victims Protection Act of 2000

All Subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). This award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in this Agreement.

H. Terrorist Financing

All Subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the Executive Order and laws.

I. SAFECOM

All Subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the *SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. A copy of this Guidance is available from the State or at: <https://www.dhs.gov/safecom/funding>.

J. Reporting Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in this Agreement.

K. Procurement of Recovered Materials

All Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

L. Patents and Intellectual Property Rights

Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 *et seq.* All Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

M. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All Subrecipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the U.S. DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

N. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C.

§2225a, all Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

O. Fly America Act of 1974

All Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

P. Best Practices for Collection and Use of Personally Identifiable Information (PII)

U.S. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All Subrecipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Subrecipient may also find as a useful resource the U.S. DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively, which are available at: <https://www.dhs.gov/compliance>.

Q. Americans with Disabilities Act of 1990

All Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

R. Age Discrimination Act of 1975

All Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

S. Activities Conducted Abroad

All Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

T. Acknowledgment of Federal Funding from U.S. DHS

All Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

U. Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

V. Federal Debt Status

All Subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

W. False Claims Act and Program Fraud Civil Remedies

All Subrecipients must comply with the requirements of 31 U.S.C. §§ 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal government. See 31 U.S.C. §§ 3801-3812 which details the administrative remedies for false claims and statements made.

X. Energy Policy and Conservation Act

All Subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Y. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. U.S. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Z. Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

AA. Drug-Free Workplace Regulations

All Subrecipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. U.S. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

BB. Debarment and Suspension

All Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

CC. Copyright

All Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including federal award number) to any work first produced under Federal financial assistance awards.

DD. Civil Rights act of 1968

All Subrecipients must comply with *Title VIII of the Civil Rights Act of 1968*, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and

common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

EE. Title VI of the Civil Rights Act of 1964 – Title VI

All Subrecipients must comply with the requirements of *Title VI of the Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. U.S. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

FF. DHS Specific Acknowledgments and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing U.S. DHS access to records, accounts, documents, information, facilities, and staff.

- i. Subrecipients must cooperate with any compliance review or complaint investigation conducted by U.S. DHS.
- ii. Subrecipients must give U.S. DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by U.S. DHS regulations and other applicable laws or program guidance.
- iii. Subrecipients must submit timely, complete, and accurate reports to the appropriate U.S. DHS officials and maintain appropriate backup documentation to support the reports.
- iv. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- v. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. DHS financial assistance office and the U.S. DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
- vi. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Subrecipient, or the Subrecipient settles a case or matter alleging such discrimination, Subrecipients must forward a copy of the complaint and findings to the U.S. DHS financial assistance office and the U.S. DHS Office of Civil Rights and Civil Liberties by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations...

3. Fiscal Year 2016 Emergency Management Performance Grant Program Notice of Funding Opportunity (NOFO).

As required under Clause 5 of the Agreement, the Subrecipient is required to comply with the

requirements contained in the NOFO. These requirements include, but are not limited to, the following:

A. Use of Award Funds (Page 11 of NOFO)

Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

Additionally, pursuant to Executive Order 13688, DHS/FEMA has issued IB 407 which has placed further restrictions on controlled equipment. For more information on the Controlled Equipment List and Prohibited Equipment, see *Appendix B – Funding Guidelines* of the NOFO.

B. Environmental Planning and Historic Preservation (EHP) Compliance. (Page 11 of NOFO)

Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities; must participate in the U.S. DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that U.S. DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. U.S. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Subrecipients shall submit the required information to the State. The State will submit the information to U.S. DHS/FEMA.

Additionally, all Subrecipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, *Environmental Planning and Historic Preservation Policy Guidance*, and FP 108.24.4, *Environmental Planning and Historical Preservation Policy*.

C. EMPG Funded Personnel Participation in Exercises (Page 28 of the NOFO)

All EMPG program funded personnel shall participate in no less than three (3) exercises. These personnel shall comply with this requirement during the period from July 1, 2016 through June 30, 2016. The Subrecipient will be required to provide the State with proof that these requirements have been met and shall provide this proof in the form, manner and by the deadlines established by the State.

D. EMPG Funded Personnel Training Requirements (Page 28 of the NOFO)

All EMPG program funded personnel shall complete the following training requirements and record proof of completion. The Subrecipient will be required to provide the State with proof that these requirements have been met and shall provide this proof in the form, manner and by the deadlines established by the State.

- i. NIMS Training: IS 100, IS 200, IS 700, and IS 800.
- ii. The Independent Study courses identified in FEMA Professional Development Series (list available at: <http://training.fema.gov/is/searchis.aspx?search=PDS>).

E. Davis-Bacon Act (Page 38 of the NOFO)

If funds provided under this Agreement are used for a construction project [including alteration or repair (including painting and decorating)], the Subrecipient must comply

with the Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

4. Federal Assurances.

As the duly authorized representative of the Subrecipient, I certify that the Subrecipient:

- A. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Agreement.
- B. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- C. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- D. Will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or part with federal funds.
- E. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
- F. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
- G. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Exhibit C

Guidelines for Filing the Annual Financial Report

A.) Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to any similarly titled report required by the Indiana Secretary of State.
 - c. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - d. The Gateway User Guide is found at www.gateway.ifionline.org/userguides/E1guide.
- 2) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.
- 3) Additional information can be obtained using the notforprofit@sboa.in.gov email address.

B.) As provided by the State:

Funding Source:

Emergency Management Performance Grant
CFDA # 97.042

Type of funding: Federal Grant passed through

Electronic Approval History

User ID	Approver Name	Datetime	Description
1	K320228	03/20/2017 5:20:31PM	Agency Fiscal Approval
2	S004382	03/21/2017 12:56:43PM	IDOA Legal Approval
3	R200416	03/22/2017 9:06:01AM	SBA Approval
4	A233897	03/22/2017 10:46:48AM	Attorney General Approval
5	C245236	03/27/2017 11:36:56AM	Attorney General Approval