

AGENDA MEMO

Tuesday, October 19, 2021 11:29 AM

AGENDA MEMO

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, OCTOBER 25, 2021
8 AM
Montgomery County Courthouse
100 E. Main Street - Room 103
Crawfordsville, IN 47933**

Call to Order: Board President John E. Frey

Pledge of Allegiance and Prayer

Consent Agenda

Approval of Claims: September 27, 2021 to October 12, 2021

[Accounts Payable:](#) [Payroll:](#)

Approval of Meeting Minutes: [October 12, 2021](#)

On-Call Time & Materials Agreement: Deckard Engineering Solutions, LLC

Engineer Roger Azar requested approval of a new On-Call Time & Materials Agreement reflecting that the agreement is with Mr. Azar and his new company "Deckard Engineering Solutions, LLC." Previous On-Call Time & Material Agreements were with Deckard Engineering & Surveying.

Real Estate Appraisal Agreements - South Boulevard County Building

The South Boulevard County Building located at 110 W South Boulevard will be vacated in the first quarter of 2022. The County is required to obtain two separate appraisals before the property can be listed for sale.

[Don R. Scheidt Co., Inc.](#) - \$3,650 fee

[Masten Real Estate Services](#) - \$2,500 fee

New Business

Stifel Underwriter Engagement Re: County Annex Building Project

(Revised) County Annex Bond underwriter engagement. Since the bonds are being issued by the Building Corporation, we need to identify the County as the Obligor, rather than the Issuer of the Bonds.

Peters Franklin LTD Engagement Agreement Re: Tempur Projects

Services are to provide municipal advisory services in relation to the issuance of the proposed bonds,

Trinity Mission Memorandum of Understanding

Agreement transfers the property and consists of approximately 11.77+ total acres of real estate together with its improvements.

Thrive West Central

[Town of Mace Agreement for Professional Services](#) - \$15,000 fee

Project Management concerning the execution and management of the SWIF grant agreement between the County and IFA (Indiana Finance Authority)

[Nucor-Tempur Corridor Water Project](#) - \$40,000 fee

Project Management concerning the execution and management of the SWIF grant agreement between the County and IFA (Indiana Finance Authority)

State Homeland Security Program Grant

[Montgomery County Sheriff's Office SWAT Vehicle - \\$334,110](#)

Montgomery County's Multi-jurisdictional SWAT team are in need of an armored personnel carrier vehicle. The current armored vehicle is not to the standards needed to protect SWAT members.

[Access Control & Video Security Measures Grant Award - \\$43,326.60](#)

The equipment will enhance access control and video security measures at the 1201 Elmore Street Building.

Ordinances

Introduction Ordinance 2021-34 - Establish FYI 2021 State Homeland Security Grant Fund

Resolutions

Resolution 2021-20: Opt In Global Opioid Settlement

AGENDA

Tuesday, October 19, 2021 11:30 AM

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Real Estate Appraisal Agreements - South Boulevard County Building

[Don R. Scheidt Co., Inc.](#)

[Masten Real Estate Services](#)

New Business

[Stifel Underwriter Engagement Re: County Annex Building Project](#)

[Peters Franklin LTD Engagement Agreement Re: Tempur Projects](#)

[Memorandum of Understanding - Trinity Horizons, Inc.](#)

Thrive West Central

[Town of Mace Agreement for Professional Services](#)

[Nucor-Tempur Corridor Water Project](#)

State Homeland Security Program Grant

[Montgomery County Sheriff's Office SWAT Vehicle - \\$334,110](#)

[Access Control & Video Security Measures Grant Award - \\$43,326.60](#)

Ordinances

Introduction Ordinance 2021-34 - Establish FY2021 State Homeland Security Program Grant Fund

Resolutions

Resolution 2021-20: Opt In Global Opioid Settlement

Other Business

AP CLAIMS

Tuesday, October 19, 2021 11:30 AM

Not available. Will be presented at the meeting.

PAYROLL CLAIMS

Tuesday, October 19, 2021 11:30 AM

Not available. Will be presented at the meeting.

MINUTES: 10-12-21

Tuesday, October 19, 2021 11:31 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
TUESDAY, OCTOBER 12, 2021

The Montgomery County Commissioners met in regular session on Tuesday, October 12, 2021 at 8:00 am at the Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, Indiana.

CALL TO ORDER

On call of the roll, the members of the Board were shown to be present as follows: President John E. Frey; Vice President Jim Fulwider and Member Commissioner Dan Guard.

Also present: County Attorney Dan Taylor; County Administrator Tom Klein; Auditor Jennifer Andel; Sheriff Ryan Needham; Building & Zoning Administrator Marc Bonwell; EMA Director Shari Harrington; Highway Director Jake Lough; CCC Director Sherri Henry; County Engineer James Peck; Treasurer Heather Laffoon; Health Administrator Amber Reed; Recorder Jennifer Bentley; and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

Board President Commissioner John E. Frey led the pledge of allegiance and Commissioner Fulwider led the prayer.

CONSENT AGENDA

Approval of Claims: September 27, 2021 to October 12, 2021

Accounts Payable - \$1,739,852.08; Payroll - \$377,273.38.

Approval of Minutes: September 27, 2021

Republic Trash Agreement

Authorization to Bid for Comfort Drive Improvements

Commissioner Guard moved to approve the consent agenda. Seconded by Commissioner Fulwider.

Motion passed 3-0 votes in favor.

NEW BUSINESS

Montgomery County HAZMAT Plan Draft

The primary purpose of the Plan is to provide effective, coordinated emergency response to incidents involving the release or potential release of hazardous materials in Montgomery County. This Hazardous Materials Emergency Response Plan will also serve as an Annex to the Montgomery County Comprehensive Emergency Management Plan (CEMP) under the guidelines of the Superfund Amendments and Reauthorization Act (SARA) Title III. This Plan provides assurance of appropriate response to protect the population, property, and environment of Montgomery County in the event of a HazMat incident involving transportation, use, storage, or possession of hazardous materials. *Commissioner Guard moved to approve the HAZMAT Plan Draft. Seconded by Commissioner Fulwider. Motion passed 3-0 votes in favor.*

SWIF Grant Award

Indiana Finance Authority has determined Montgomery County is eligible to receive a SWIF (State Water Infrastructure Fund) Grant Award in the amount of \$3,000,000 subject to confirmation from Grantee including confirmation of its commitment to co-fund the project in an amount equal to or greater than \$10,500,000 as

originally committed in the application. *Commissioner Fulwider moved to approve the SWIF Grant Award. Seconded by Commissioner Guard. Motion passed 3-0 votes in favor.*

SWIF Grant Agreement

Commissioner Fulwider moved to approve the SWIF Grant Agreement. Seconded by Commissioner Guard. Motion passed 3-0 votes in favor.

Open County Farm Bids

Attorney Taylor opened one sealed proposal received for Cash Rent of the County Farm from Wade Bennett in the amount of \$210 per acre. The County Farm consists of 46.92 tillable acres of real estate on the former Montgomery County Farm which is comprised of (3) parcels. Minimum cash rent has been estimated at \$206 p/acre. The bidder can submit a final bid on or before 8 am November 8, 2021.

ORDINANCES

First Reading: Ordinance 2021-33 – Approving Reduction to Cum Bridge Rate

Ordinance 2021-33 Reducing Cum Bridge Rate amends Ordinance 2021-9, Section 2 - The property tax will not exceed \$0.04 on each \$100 of assessed valuation. The tax rate will be levied beginning with taxes for 2021, due and payable in 2022.

SUSPEND RULES – Final Reading Ordinance 2021-33 – Approving Reduction to Cum Bridge Rate

Commissioner Guard moved to suspend the rules to add Final Reading of Ordinance 2021-23. Commissioner Fulwider seconded. Motion passed 3-0 votes in favor.

Final Reading: Ordinance 2021-33 – Approving Reduction to Cum Bridge Rate

Commissioner Frey stated that the Council had requested that the Commissioners reduce the Cum Bridge rate to \$0.04 to make the 2022 proposed budget work. Commissioner Frey stated that he believes that it is the wrong approach to reduce the Cum Bridge Rate. *Commissioner Fulwider moved to approve on final reading Ordinance 2021-33. Commissioner Fulwider seconded. Motion passed 2 in favor (Guard & Fulwider) 1 against (Frey).*

OTHER BUSINESS

Attorney Taylor stated that Commissioners previously approved the lease documents for the tandems for the Highway Department. The tandems were recently delivered and Tri-County Bank has requested that the Commissioners re-approve the lease agreements.

Commissioner Fulwider moved to suspend the rules to add Resolution 2021-20 Re-Approving the Tandem Lease with Tri-County Bank. Commissioner Guard seconded. Motion passed 3-0 votes in favor.

Resolution 2021-20 – Re Approve the Tandem Lease Agreements with Tri-County Bank

Attorney Taylor also added that the bank also has requested a legal opinion from him that the property is tax exempt. *Commissioner Fulwider moved to approve Resolution 2021-20 Re-Approving the Tandem Lease with Tri-County Bank. Commissioner Guard seconded. Commissioner Fulwider questioned why the lease had to be re-approved since it had already been approved by the Commissioners and the re-approval adds up to more legal fees for the County. Motion passed 3-0 votes in favor.*

ADJOURNMENT

There being no further business before the Board, *Commissioner Guard moved to adjourn.*
Commissioner Fulwider seconded. Motion passed 3-0 votes in favor.
Meeting adjourned at 8:10 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.
The next regular meeting will be held on Monday, October 25, 2021 @ 8:00 am at the Montgomery County Courthouse.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

John E. Frey, Board President

Attest:

Jennifer Andel, Auditor

DECKARD ENGINEERING SOLUTIONS, LLC AGREEMENT

Tuesday, October 19, 2021 11:57 AM

On-Call Time & Materials Agreement

This T&M Agreement (this "Agreement"), effective as of _____, ("Effective Date") is made by and between **Montgomery County**; a local Government entity existing in Indiana, with offices located in Crawfordsville, IN ("Client") and **Deckard Engineering Solutions, LLC**, a company organized and existing in Indiana, with offices located in Crawfordsville, IN ("Consultant").

BACKGROUND

Client shall describe the specifics of such Services, the compensation to be paid and the schedule, under which such Services shall be provided in the Statement of Work. Client desires to retain Consultant to perform certain services on Client's behalf, and Consultant desires to perform such services as described in the Statement of Work, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration of the terms and conditions, the parties, intending to be legally bound, agree as follows:

1. TERM

Unless terminated at an earlier date in accordance with Section 6 of this agreement, the term of this Agreement shall be effective on the date of last signature and continue for 36 months after that date, unless extended by Client prior to its expiration.

2. SERVICE EXPECTATIONS AND ACCEPTABLE CRITERIA

The work to be performed under this Agreement is illustrated within Client-specific Statements of Work. Upon acceptance of the Statement of Work by both parties, Consultant agrees to perform those services set forth in the attached Statement of Work.

Additional Statements of Work may be entered into in writing and signed by both parties, during the term of this Agreement. Such additional Statements of Work shall be incorporated by reference to this Agreement.

Extension of the period of performance of this agreement may be granted by Client, agreed to in writing and signed by both parties during the term of this Agreement. Such extension shall be issued through a Modification to this agreement.

3. CONSIDERATION AND PAYMENT

As compensation in full for services performed under this Agreement and the Statement of Work, Consultant shall invoice Client and Client shall pay Consultant in accordance with the fees and schedule set forth in this agreement.

In providing services to Client, Consultant shall be acting as an independent contractor and not as an employee or agent of Client. Consultant shall have no authority, express or implied, to commit or obligate Client in any manner whatsoever.

Invoices shall be due and payable thirty (30) days from the receipt and approval of invoice and services referenced thereon, unless otherwise specified in the attached Statement of Work.

All invoices must reference the Agreement and include the following information.

- Explanation of Services;
- Period of performance, number of hours for invoiced period and cumulative hours;
- Billing rate, total invoiced amount and cumulative invoiced amount;
- Trip report for travel performed, indicating names of persons and companies visited, and purposes of trip;
- Itemized expenses, supported by original receipts;

Invoices will be submitted electronically to lori.dossett@montgomerycounty.in.gov or james.peck@montgomerycounty.in.gov. A hard copy, if necessary, can be submitted.

The Consultant shall be responsible for the payment of all taxes applicable to any compensation paid to Consultant and Client shall not withhold or pay any federal, state, or local income, social security, unemployment and workers compensation taxes related to the work performed under this Agreement.

The Consultant shall be responsible for all expenses incurred in performing duties under the Statement of Work unless otherwise agreed to in the attached Statement of Work.

Client shall reimburse Consultant for only such travel and other expenses as have been authorized in advance in writing and included as a part of each Statement of Work.

Reimbursement for all other travel or expenses is not authorized. Local travel is not authorized for reimbursement. Local travel is considered to be a 50-mile radius of the Consultant's business.

Client shall reimburse the Consultant for administrative expenses such as postage, photocopying, secretarial support, telephone calls, permit application fees, etc., as agreed to by both parties.

4. CONFIDENTIAL INFORMATION/NON-DISCLOSURE

During the course of such services, the Consultant may be exposed to confidential and proprietary information including but not limited to products, processes, technologies, innovative concepts, customer information, processing capabilities, and information which may be of a personal nature and other valuable personal identity information designated as confidential expressly or by the circumstances in which it is provided (collectively "Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no

wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it; (iv) information disclosed to a third party by the owner without restriction.

It is agreed that Confidential Information shall not be revealed or disclosed to any third party at any time, except as may be authorized in writing by an officer or authorized representative of the party that is the proprietary owner of the Confidential Information, or when such disclosure is required by law, subject to the receiving Party giving prior notice to Client to allow it to seek protective or other court orders. Each party receiving Confidential Information hereby agrees that it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to the individuals having a "need to know" (and who are themselves bound by similar nondisclosure restrictions).

In the event that the Receiving Party or its Agents become legally compelled to disclose any of the Confidential Information, the Receiving Party shall use its best efforts to promptly notify Client and provide reasonable cooperation to Client in connection with its efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the Confidential Information in such circumstances.

Both parties acknowledge and agree that the unauthorized disclosure of Client's Confidential Information could cause harm and significant injury to the Client, which may be difficult to ascertain. Client makes no warranty or representation as to the accuracy or completeness of any information provided to the Receiving Party hereunder; provided that neither party shall knowingly provide any false or misleading information to the other. Upon termination of this Agreement or at the request of Client, the Receiving Party shall immediately return all Confidential Information and copies thereof, or if directed by Client, shall immediately destroy all copies of such, and shall furnish proof of their destruction to Client.

Protection of Trade Secrets. Without the prior written consent of Client, Consultant shall not directly or indirectly disclose or use at any time, either during or subsequent to Consultant's consulting arrangement with Client, any trade secrets, know-how, or any other secret or confidential information, knowledge or data of Client ("Confidential Information"). Such Confidential Information shall include, but not be limited to, customer and supplier lists, product designs,

engineering drawings, and computer programs. Upon termination of this Agreement, or any time prior thereto upon request of Client, Consultant shall promptly return all property and all Confidential Information which are in Consultant's possession or under Consultant's control, including all materials which incorporate such Confidential Information.

5. IMPROVEMENTS AND INVENTIONS

Consultant shall promptly notify and fully disclose to Client, in writing, the existence and nature of any and all ideas, designs, apparatus, practices, processes, improvements and inventions ("Inventions"), which Consultant has conceived or first actually reduced to practice during the term of this Agreement or within six (6) months after termination of this Agreement, if such Inventions relate to a product or process upon which Consultant worked during the term of this Agreement.

6. TERMINATION

Notwithstanding any contrary provision contained elsewhere in this Agreement, this Agreement and the rights and obligations hereunder may be terminated:

1. by Client immediately if Consultant defaults in the performance of Consultant's obligations under this Agreement, including failure to provide the products or services set forth in the Statement of Work within the times specified. Any moneys due to Consultant shall be compensated fairly against actual work performed; or
2. by Consultant immediately if Client defaults in the performance of its obligations under this Agreement.

Either party then may terminate this agreement by providing 30 days advance written notice, which notice shall not be provided until at least 30 days subsequent to the execution date of this agreement.

7. INTELLECTUAL PROPERTY

Consultant shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Consultant in developing or providing products and/or services to Client.

Consultant warrants that the Intellectual Property and products Consultant will produce, shall be original and shall not infringe any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights. To the extent that Consultant is required to incorporate a third party's proprietary materials into the Intellectual Property and products Consultant produces for Client. Consultant shall obtain all authorizations necessary for such incorporation and shall obtain such permissions as are required by Client to allow Client to fully exploit the Intellectual property and products produced by Consultant.

8. OWNERSHIP OF PREPARED INFORMATION

All technical or business information, in whatever medium or format, including but not limited to, data, specifications, drawings, records, reports, proposals, software and related documentation, inventions, concepts, research or other information (herein collectively referred to as "Information"), originated or prepared by or for Consultant (either solely or jointly with others) in contemplation of, or in the course of, or as a result of, Services performed hereunder, shall be promptly furnished to Client. All such Information shall become the exclusive property of Client and shall be deemed to be works for hire. To the extent that it may not, by operation of law, be works for hire, Consultant hereby assigns to Client all rights, title and interest in and to such Information including rights to copyrights, patent rights, moral rights and patrimonial rights. All such Information shall be deemed "Confidential Information; subject to the terms and conditions set forth herein. If such information includes material previously copyrighted or patented by Consultant and not originally prepared hereunder, Consultant hereby grants to Client an unrestricted, royalty-free and perpetual license to copy, use, make, have made, sell, disclose and sublicense such Information for any lawful purpose.

Consultant agrees that from time to time, upon request and without charge for Consultant's Services beyond the payments herein specified, Consultant shall assist Client and its nominees in every proper way during and subsequent to the term of the Agreement (entirely at Client's expense) to obtain patents for any invention in any or all countries of the world and that Consultant shall execute all papers (including assignments) and do all things that reasonably may be required in order to protect the rights of Client and vest in it or its nominees all right, title and interest in and to such inventions, patent applications, and patents.

9. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify Client, hold it harmless, and defend and protect it from and against any and all loss, damage, liability, judgment, claim, cost or expense (specifically including reasonable attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or damage of any sort to any person or entity, arising out of or in connection with Consultant's performance under this Agreement, including the performance of any other party for whom Consultant is responsible under this Agreement. Consultant's obligations under this Section apply to claims or demands alleging violation of copyright, trademark, trade name or other intangible property rights.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUT-DOWN OR NON-OPERATIONS OF INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, PENALTIES, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN. THE PARTY'S' LIABILITY FOR DAMAGES HEREUNDER AND UNDER ANY SERVICE WORK ORDER, REGARDLESS

OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAYABLE TO CONSULTANT UNDER THIS AGREEMENT.

11. **WARRANTY OF SERVICES**

Consultant agrees that services shall be performed hereunder in a professional and workmanlike manner and that the Intellectual Property and products Consultant provides to Client shall meet the requirements set forth on the attached Statement of Work.

Consultant further warrants that Consultant has all rights to enter into this Agreement and that there are no impediments to Consultant's execution of this Agreement or Consultant's performance of services hereunder.

12. **INSURANCE**

The section is left blank, intentionally.

13. **ASSIGNMENT**

This Agreement and Consultant's rights and obligations shall not be assignable, in whole or in part, by Consultant without the prior written consent of Client. If Consultant is doing business as a partnership or corporation, any change in ownership is an "assignment under this provision." Any assignment without Client's consent is void.

14. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana without reference to that body of law governing conflicts of law.

15. INJUNCTIVE RELIEF

Consultant acknowledges it would be difficult to fully compensate Client for damages resulting from any breach by Consultant of the provisions of 4, 5, 6, 7, 8, 9 and/or 10 of this Agreement. Accordingly, in the event of any actual or threatened breach of such provisions, Client shall, in addition to any other remedies that it may have, be entitled to temporary and/or permanent injunctive relief to enforce such provisions.

16. SEVERABILITY

The parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions shall be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement shall be unaffected.

17. FORCE MAJEURE

Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, strikes, and prolonged shortage of energy. In the event of such delay the date of delivery or time for completion shall be extended by a period of time reasonably necessary to overcome the effect of any such delay.

18. ENTIRE AGREEMENT

This Agreement inclusive of the attached Statement of Work(s) embodies the Initial authorization between the undersigned parties and supersedes all prior contracts, representations, negotiations, or letters, whether written or oral, regarding the

subject matter hereof. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this Agreement.

No statement or writing subsequent to the date of execution of this Agreement purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing by duly- authorized procurement representatives of Client and the Consultant in a document making specific reference to this Agreement.

IN WITNESS WHEREOF the parties have caused this Retainer Agreement to be executed and delivered by their duly authorized representatives.

Deckard Engineering Solutions, LLC

Roger A, Azar, PE
President

DATE

Montgomery County

Commissioner / President

DATE

Attachment 1

Statement of Work

Consulting Services. Client hereby retains Consultant to render the following services to Client:

- ***Engineering Services to include:***
 - Site Planning & Layout Design / Review
 - Land Development Approvals & Municipal Permitting
 - New Building Layout and Design
 - Site Grading & Earthwork Analyses
 - Stormwater Systems Management, Design, Modeling, and Review
 - Hydraulic Design, Modeling, and Review
 - County Regulated Drainage Tiles Design, Modeling, and Review
 - Water Quality Best Management Practice Design & Inspections
 - Water Mains and Water System Design
 - Utility Coordination and New Utilities Design
 - Sewage Planning, System Modeling and Design, Permitting & Reviews
 - Residential / Commercial Septic Systems Design, Modeling, & Review
 - Erosion/Sedimentation Control Design, Permitting, Inspections & Reviews
 - Cost Estimating
 - Construction Documents & Specifications
 - Bidding Support & Construction Administration
 - Civil Engineering Design and Reviews
 - Environmental Site Assessments for Commercial & Agricultural Properties
 - Full Suite of Environmental Engineering services; including inspections, investigations, remedial design, and remediation.
- ***Geographic Information Systems (GIS) Services to include:***
 - Watershed Modeling and Layout
 - Parcels overlay for tax purposes

- County regulated tiles mapping with associated basins
- Asset Management Database & Tracking/Analysis
 - Road Segmentation for County Highway Department
 - Culverts and Drainage Structures Database for County Highway Department
 - Bridge Structures Database for County Highway Department
 - Storm Sewers Mapping
 - Sanitary Sewers Mapping
 - Water Mains Mapping
- Location Mapping
 - Emergency Management Facilities (Police/Fire/Ambulance)
 - Hospitals
 - Schools / Sex Offenders Registration Database
 - Elderly Care
 - Child Care
 - Businesses with Major Facilities
 - Railway Layer Mapping
 - Health Department Mapping
 - Food Facility Inspections
 - Septic Systems
 - Water Wells
- Zoning
 - Zoning Maps
 - Ordinance Review & Updates
 - Voting Districts Map Update
- E-911 Address Mapping
 - Maintain address database and issue new addresses
- Other Locative Services
 - Communication Towers
 - Electric Substations
 - Other facilities, as needed

- ***Surveying Services to include:***
 - Topographic / Elevations Surveys
 - Aerial Mapping & Photography

The manner and means by which Consultant chooses to complete the services are in Consultant's sole discretion and control. Consultant's obligations shall be conditioned upon receiving such information and cooperation from Client as may be reasonably necessary to perform the services.

Services NOT Performed by Consultant. Although Consultant may comment upon Client's legal documents, financial statements or other documentation in the course of performing the services hereunder, Client acknowledges that Consultant is not an attorney, nor is Consultant providing auditing or accounting services or opining on representations made in any financial statements. Client further acknowledges that Client should consult with its own legal, auditing and accounting advisors regarding any matters requiring legal, auditing or accounting advice.

Compensation. For services provided hereunder, Consultant shall be paid based on a Time and Materials (T&M) task order. Applicable charging rates are provided below.

RATE SCHEDULE BY LABOR CATEGORIES		
Item	Description	Hourly Rate
ADMIN	Administrative Charge	\$40.00
EVT	Environmental Technician	\$55.00
TECH EDIT	Technical Editor	\$60.00
SS	Staff Scientist	\$65.00
CT	Computer Tech	\$70.00
GIST	GIS Technician/Draftsman	\$85.00
PSEG	Project Scientist/Engineer/Geologist	\$85.00
RSRCH	Records/Documents Research Specialist	\$85.00
P1PC	1 Person Survey Crew	\$145.00
P2PC	2 Person Survey Crew	\$165.00
P3PC	3 Person Survey Crew	\$195.00
RSRCH	Research – Documents/Deeds	\$100.00
PE	Professional Engineer	\$165.00
PPM	Principal/Program Manager	\$185.00

REAL ESTATE APPRAISAL AGREEMENTS - South Boulevard County Building

Tuesday, October 19, 2021 1:33 PM

MASTEN REAL ESTATE SERVICES

Tuesday, October 19, 2021 1:07 PM

MASTEN REAL ESTATE SERVICES
P.O. Box 881
Greencastle, IN 46135
765-301-9401 (Office) 765-721-2676 (Cell)

Mr. Marc Bonwell
c/o Commissioners of Montgomery County Indiana
100 E Main Street
Crawfordsville, IN 47933

Re: Appraisal Request
110 W South Boulevard
Crawfordsville, IN 47933 (Appraised property address)

Dear Mr. Bonwell,

Thank you for contacting me about this assignment. My firm agrees to provide an appraisal of the above-mentioned property according to the following terms. Please refer to the Appraisal Services Agreement and the Terms and Conditions (if any), which if provided are expressly incorporated herein by reference and made a part of this agreement. This Engagement Letter, the Appraisal Services Agreement and the Terms and Conditions shall be collectively referred to as the "Agreement".

1. Specifications of the Appraisal.

Subject Property and Type: Existing property improved as county offices, located at 110 W South Boulevard, Crawfordsville, IN 47933.

Interest to be Valued: Fee Simple

Additional Property to be Valued: No personal, business, or intangible property other than what would typically be expected to transfer with a similar improved real property.

Intended Use: To assist the client in establishing an asking price by providing an opinion of current market value as defined by the United States Treasury Department, Comptroller of the Currency 12 CFR part 34, § 34.42 (f). No other use is intended nor authorized.

Intended User(s): The Commissioners of Montgomery County, Indiana. No other user is intended nor authorized.

Type of Value: The "as-is" market value based on the above definition.

Date of Value: The date of my property inspection.

Hypothetical Conditions, Special/Extraordinary Assumptions: To be determined upon property inspection.

Anticipated Scope of Work: To be determined upon property inspection. All approaches to value, the level of detail in reporting, and research required for reporting will be intended to adequately and credibly address the problem to be solved, i.e. the determination of the current market value of the subject property.

Report Option and Format: Narrative written Restricted Appraisal Report.

Delivery Date: On or about December 1, 2021.

Appraiser's Interest in the Subject Property: None.

Prior Services Regarding Subject Property: I have not performed any prior services regarding the subject property within the three (3) year period immediately preceding the date of this Agreement, as an appraiser or in any other capacity.

Report Delivery: Unless otherwise specified, the report will be delivered electronically.

Special Conditions: If any, to be determined subsequent to my property inspection.

Appraisal Fee: \$2,500.00

Payment Terms: Net 30 days.

2. **Property Documentation:** The Client agrees to provide the Appraiser with the documentation required and requested by the Appraiser to complete the appraisal. The Client agrees to provide a copy of the sales contract if the property is under such contract for sale. Delays in the Appraiser's receipt of requested documentation may result in the Appraiser being unable to deliver the appraisal report on the delivery date stated above.

Client: _____

Dated: _____

By: _____

Position: _____

Billing Address (email or person/address to whom the invoice should be directed):

Appraiser: Masten Real Estate Services

By: David C. Masten

David C. Masten

David C. Masten
Indiana Certified General Appraiser
CG41001277
October 13, 2021

Attachment A

Documents which I may require prior to beginning work are listed as follows. Most will be unnecessary, or will be found after a search of the public record.

- (1) A legal description of the subject property.
- (2) An original survey of the subject property.
- (3) A site plan for the development showing the location of all buildings.
- (4) Commitment for Title Insurance
- (5) Set of building plans, including site plan, floor plans, and elevations
- (6) Operating expense history for the property for the last three (3) years, or an anticipated operating budget.
- (7) Copies of all leases
- (8) Rent roll or lease abstract
- (9) A detailed breakdown of original construction costs for the building, including any recent additions.
- (10) Copies of any environmental reports prepared on the subject property.
- (11) Copies of any deed restrictions, landowner agreements, or development agreements affecting the use of the subject property.
- (12) Copies of any special zoning ordinances or restrictions applicable to the subject property.
- (13) Detailed information on acquisition including prior ownership, date acquired, price, terms of transaction, and any special conditions of sale. Include closing statement or contract of sale, if applicable.
- (14) Copies or abstracts of any ground leases.
- (15) Details of any major capital projects during the term of Client's ownership.
- (16) Name of person to contact for permission to enter and inspect the subject property.

DON R. SCHEIDT & CO. INC

Tuesday, October 19, 2021 1:09 PM



October 13, 2021

Montgomery County Commissioners
Care of:
Mr. Marc Bonwell
Building / Zoning Administrator
Montgomery County Building Administration
100 E. Main Street
Crawfordsville, IN 47933
Marc.bonwell@montgomerycounty.in.gov

RE: **110 W South Boulevard:** The requested "As Is" Market Value of the Fee Simple Estate of the subject property, an existing office building located at 100 W. South Boulevard, Crawfordsville, Montgomery County, Indiana.

Dear Mr. Bonwell,

Thank you for requesting our services with regard to the valuation of the above referenced property. We understand the appraisal assignment is to provide our opinion of the "As Is" Market Value of the Fee Simple Estate of the subject as of the effective date of valuation. The assignment will be in Appraisal Report format. The intended use of the appraisal is for asset valuation purposes in conjunction with a possible sale. This assignment is to be completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Standards of Professional Practice of the Appraisal Institute. The appraisal may not be used or relied upon by anyone other than the intended user(s).

The estimated delivery date of the completed appraisal is on or before November 17, 2021. This assumes that we receive the executed engagement letter by Friday October 15, 2021.

The scope of this appraisal assignment will include the following: 1). Inspection and collection of factual data on the subject property and available comparables; 2). analysis of the highest and best use of the subject property; 3). application of the appropriate approach(es) to value for the "As Is" analysis and; 4). the completion of an appraisal report using the information from the previous steps. The assignment will be subject to the Assumptions and Limiting Conditions that will be included in the appraisal report.

To provide the report as indicated above, the total fee will be **Three Thousand Six Hundred Fifty Dollars (\$3,650)** including all expenses such as travel, long distance phone calls, facsimiles, express mail, etc. The fee will be due at completion of the report. Any delay in the payment of the fee beyond 30-days will carry an eighteen percent (18%) charge on the unpaid balance plus any legal and/or all other costs incurred in the collection of said fees.

Don R. Scheidt & Co., Inc.

6201 Corporate Drive, Suite 150, Indianapolis, Indiana 46278-2902 / (317) 631-8478 / Fax (317) 687-8286
2 Executive Drive, Suite C, Lafayette, Indiana 47905-4878 / (765) 447-1075 / Fax (765) 447-3408
2204 Illinois Avenue, Columbus, Indiana 47201-7012 / (812) 372-8478 / Fax (812) 372-4048
Internet Home Page: www.donrscheidt.com

This fee is subject to change if the scope of the assignment is modified. This fee also does not include any additional time that may be required of York Pollert, MAI; or any associate, for conference calls, follow up office meetings, hearings, court testimony, or any modifications to the report due to any changes in the property (physical, financial or otherwise) after the report has been completed. If you or anyone else requests such time, an additional fee will be incurred at the current hourly rate as of the date of the request. The current hourly rate as of the date of this letter is \$300.00 for York Pollert, MAI or any other MAI designated appraiser; and \$190.00 - \$230.00 for any associates not designated by the Appraisal Institute.

If we have properly outlined the assignment and you agree to the terms and conditions stated above, please sign where indicated below, date your signature, and return one copy to me.

Please keep your signed copy for your files. Please direct any questions regarding this assignment to York Pollert or Maria Szpankowska at (765) 447-1075 ext. 201 and 206 respectively.

Respectfully Submitted,



York Pollert, MAI
Principal, Director of Lafayette Operations
Don R. Scheidt & Co., Inc.
(765) 447-1075 phone
(765) 447-3408 fax

Client (name printed)

Date

Client Signature

Position

Don R. Scheidt & Company, Inc.

Indiana Office Locations: Indianapolis • Columbus • Lafayette

MOU: Trinity Horizons, Inc.

Tuesday, October 19, 2021 11:31 AM

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (Memorandum) is by and between the **Montgomery County Board of Commissioners** (Commissioners) and **Trinity Horizons, Inc.** (Trinity), an Indiana not-for-profit corporation, and is made for the purpose of describing the general concepts and terms and the parties' anticipated agreement for the transfer by the Commissioners to Trinity of certain real estate in Montgomery County, Indiana.

1. Lease of County Home: Trinity currently leases certain real estate from the Commissioners that is commonly known as 1101 North Whitlock Street, Crawfordsville, IN 47933, which was previously operated as and known as the "county home" (Property). The Property is generally described in Exhibit A, which is attached hereto and expressly incorporated herein, and consists of approximately 3.4± acres. Trinity currently operates a drug and alcohol rehabilitation program at the Property.

2. Expansion of Existing Facilities: Trinity desires to improve and expand its services, operations, and the facilities on the Property and may build new facilities on the Property. Trinity is reluctant to make significant improvements to the Property because it does not own the Property.

3. Property to be Transferred: The property to be transferred to Trinity is described in Exhibit B, which is attached hereto and expressly incorporated herein, and includes the Property and consists of approximately 11.77± total acres of real estate together with its improvements (Transferred Property).

4. Transfer of Property: The Commissioners are willing to consider the transfer of the Transferred Property to Trinity under Indiana Code §36-1-11-5.6. The Commissioners desire to condition the transfer of the Transferred Property on Trinity's granting to the Commissioner a first option to purchase the Transferred Property (described below). If the transfer is made, the parties will each select an appraiser who will determine the fair market value at the time of the transfer. The average of the two appraisals will be used to determine the value (Base Value).

5. First Option to Purchase: In the event that Trinity permanently and completely ceases all operations at the Transferred Property or desires to sell the Transferred Property, the Commissioners will have the first option to purchase the Transferred Property, described as follows:

a. Trinity provides the Commissioners written notice of Trinity's intention to permanently and completely cease operations at or sell the Transferred Property.

b. The Commissioners have ninety (90) days from the date of the notice to exercise their option to purchase the Transferred Property. If the Commissioners wish to exercise their option, they shall provide written notice to Trinity prior to the end of the exercise period. If the Commissioners do not timely exercise of their option or later waive their option, Trinity will be free to use the Transferred Property or sell the Transferred Property as if the option did not exist and the option shall be null and void.

c. If the Commissioners exercise their option, each of the parties will order an appraisal of the Transferred Property, including the land and improvements, within twenty (20) days of the Commissioners' notice. The Commissioners' appraisal and Trinity's appraisal shall be averaged to determine the value of the Transferred Property as of Trinity's notice (Adjusted Value).

d. The closing of the sale from Trinity to the Commissioners will occur within ninety (90) days of the appraisals of the Transferred Property are complete. Trinity shall be paid the purchase price in cash at the closing. The purchase price for the Transferred Property will be the difference between: (i) the Adjusted Value; and (ii) the Base Value, it being the intention of the parties to compensate Trinity for additions to the fair market value attributable to improvements made to the property by Trinity after the original transfer date.

6. Timing of Transfer to Trinity: The parties contemplate that the transfer of the Transferred Property to Trinity will occur as soon as reasonably practical in 2021.

7. Survey: A survey will be needed to accurately describe the Transferred Property. Trinity shall engage a surveyor and pay for the survey of the Transferred Property.

8. Title Insurance: The Commissioners will provide to Trinity a commitment for title insurance which shows that the Commissioners have merchantable title in and to the Transferred Property. Trinity will pay the premium for this title insurance commitment and any title insurance policy issued to Trinity.

9. Use Restrictions: Trinity agrees to use the Transferred Property for its non-profit purpose and mission, specifically drug and alcohol rehabilitation, counseling, re-entry services, vocational training, and other related services, and in conformance with all applicable zoning and building regulations. The parties' understanding is that Trinity intends to construct facilities which will allow it to expand the services it currently provides on the site and that Trinity will not operate a shelter or other housing for the homeless or for families.

10. Consideration: The Commissioners contemplate transferring the Transferred Property to Trinity without payment by Trinity and that the covenants contained in any purchase agreement will be adequate consideration for this transaction.

11. Condition of Premises: Trinity is willing to accept the Transferred Property in its current condition, and Trinity will pay for any inspections.

12. Environmental Concerns: The Transferred Property is located less than half (1/2) a mile from a closed landfill owned by Montgomery County, Indiana (Landfill). Although this landfill is closed, Montgomery County and the City of Crawfordsville have continuing obligations to maintain the closed landfill. Montgomery County actively engages the services of environmental engineers, civil engineers and other consultants to assist it in the monitoring of and maintenance of the landfill. Furthermore, Montgomery County and the City of Crawfordsville actively and regularly perform maintenance on the landfill in order to preserve the clay cap and other features of the landfill, manage stormwater drainage, and otherwise protect the surrounding properties and the community in general.

13. Lease: On June 1, 2004, the Commissioners entered into a Lease with Trinity for the Property and said Lease was extended until May 31, 2031. At the closing of the Transferred Property, Trinity and the Commissioners shall terminate the Lease and release any memorandum recorded memorializing the Lease or any extension thereof.

14. Non-Binding Intent: The purpose of this Memorandum is to capture the parties' intentions and to build momentum toward a binding, written purchase agreement. This Memorandum is not binding upon either party. If the parties enter into a purchase agreement, that purchase agreement will control the transaction and may contain additional provisions. If the parties do not enter into a purchase agreement, then the parties have no enforceable agreement.

Montgomery County Board of Commissioners

Trinity Horizons, Inc.

By: _____
John Frey, President

Date

By: _____
Brian Oertel, President

Date

By: _____
Philip Gabriel, Executive Director

Date

STIFEL UNDERWRITER ENGAGEMENT - County Annex Building

Tuesday, October 19, 2021 11:32 AM

STIFEL

October 18, 2021

John Frey, Commissioner
Montgomery County, Indiana
100 E Main Street
Crawfordsville, IN 47933

Re: Underwriter Engagement Relating to Potential Municipal Securities Transaction for
Montgomery County Courthouse Annex Building Project

Dear Commissioner Frey:

Montgomery County, Indiana (“Obligor”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) are entering into this letter to confirm that they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to the County Courthouse Annex Project (the “Issue”) and to formalize Stifel’s role as underwriter with respect to the Issue.

Engagement as Underwriter

Obligor is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. Obligor hereby designates Stifel as an underwriter for the Issue. Obligor expects that Stifel will provide advice to Obligor on the structure, timing, terms and other matters concerning the Issue.

Limitation of Engagement

It is Obligor’s intent that Stifel serve as an underwriter for the Issue, subject to satisfying applicable procurement laws or policies of the conduit issuer of the securities (“Issuer”), formal approval by the governing body of the Issuer, finalizing the structure of the Issue and executing a bond purchase agreement. While Obligor presently engages Stifel as the underwriter for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Obligor, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict Obligor from selecting an underwriter for the Issue other than Stifel or selecting an underwriting syndicate that does not include Stifel.

Confidentiality

Under the SEC’s “Municipal Advisor Rule,” Obligor might be classified as an “Obligated Person” if bonds are issued through a municipal conduit issuer. It is very important that Obligor keep this information confidential until Obligor executes this Engagement Letter with Stifel and our role is confirmed with the Issuer.

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter

The Obligor confirms and acknowledges the following disclosures, as required to be delivered to issuers by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)¹:

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

1. **Dealer-Specific Conflicts of Interest Disclosures**

Stifel has not identified any actual or potential² material conflicts of interest:

2. **Transaction-Specific Disclosures: Disclosures Concerning Complex Municipal Securities Financing:**

- o Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

3. **Standard Disclosures**

A. **Disclosures Concerning the Underwriter’s Role:**

- o MSRB Rule G-17 requires the Underwriter to deal fairly at all times with all parties, including issuers, obligated persons, and investors.
- o The Underwriter’s primary role in this transaction is to facilitate the sale and purchase of securities between the issuer and one or more investors for which it will receive compensation in an arm’s-length commercial transaction with the Issuer. The Underwriter has financial and other interests that differ from those of the Obligor and the Issuer.
- o Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer or to you] under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer or you without regard to our own financial or other interests.
- o The Issuer or you may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s or your interest in this transaction.
- o The Underwriter has a duty to use its commercially reasonable efforts to arrange the purchase of securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to arrange the sale of securities to investors at prices that are fair and reasonable.

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

- o The Underwriter will review the official statement for the securities, if any, in accordance with, and a part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³

B. Disclosures Concerning the Underwriter's Compensation:

- o The Underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Sincerely,

By:  _____

Name: Andrew Lanam

Title: Director

Obligor accepts and acknowledges the foregoing.

Accepted and Executed:

By: _____

Name: _____

Title: _____

Date: _____

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

PETERS FRANKLIN LTD - Engagement Letter

Tuesday, October 19, 2021 11:32 AM



September 2, 2021

Montgomery County
South Boulevard County Building
110 W. South Blvd
Crawfordsville, Indiana 47933

Dear Montgomery County:

This letter is written to describe the services that Peters Franklin, LTD is able to perform for Montgomery County ("County") in regard to the upcoming Economic Development Corporation ("EDC") Lease Rental Junior and Senior Bonds, the Redevelopment Authority ("RDA") Lease Rental Bonds and to serve as an engagement letter.

Peters Franklin, LTD, is focused on providing superior consulting services to local government units, utilities, and related entities in Indiana and is registered with the SEC and MSRB as a Municipal Advisor Firm. In addition, both Jeffrey Peters and Nichole Franklin are Series 50 Representatives which enables them to provide municipal advisory services. Our firm's concentrated efforts recognize that the success of your entity depends upon the ability to deliver services to constituents in the most efficient and cost-effective manner. Further, we understand that while our clients must contend with ever increasing complexities, their needs are more specific and they must be more careful about the professionals they retain. We are committed to providing services of the highest quality and welcome the opportunity to serve your entity. Our practice is built on service, innovation, and solving our clients' fiscal issues. Our firm's core belief is that the relationships we build with our clients are more like partnerships. Each partnership strengthens and matures with the successes of our clients.

Scope of Services: (a) **Services to be provided.** We understand such Scope of Services to consist of: providing municipal advisory services in relation to the issuance of the proposed Economic Development Junior and Senior Bonds, and the Redevelopment Authority Lease Rental Bonds. Please see Appendix A for full list of services to be provided. With respect to any preliminary or final official statement, Peters Franklin, LTD will assemble the preliminary and final official statement, if any, from information received from you, third parties and your agents, such as bond counsel. Peters Franklin, LTD will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition, you agree to allow us to rely on any opinion or representation of you and your counsel as to the accuracy or completeness of the preliminary and final official statement.

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We will not be auditing, reviewing, compiling, or performing any agreed upon procedures or attestation regarding financial statements as defined by the American Institute of Certified Public Accountants (AICPA).

(b) Independent Registered Municipal Advisor (IRMA) status. Peters Franklin, LTD requests that the County provide to us, for review, any written representation of the County contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Municipal Advisor, its personnel and its role as IRMA.

Peters Franklin, LTD Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Peters Franklin, LTD make a reasonable inquiry as to the facts that are relevant to the County's determination whether to proceed with a course of action or that form the basis for and advice provided by Peters Franklin, LTD to the County. The rule also requires that Peters Franklin, LTD undertake a reasonable investigation to determine that it is not basing any recommendations on materially inaccurate or incomplete information. We are also required under the rule to use reasonable diligence to know the essential facts about you and the authority of each person acting on the County's behalf.

Accordingly, Peters Franklin, LTD asks for your assistance and cooperation, and the assistance and cooperation of your agents, with the carrying out of these regulatory duties, including providing us accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

Term. The parties do agree that the terms of this engagement are subject to the express agreement that either party may terminate the engagement upon sixty (60) days written notice to the other of the intent to terminate the relationship. All work performed shall be paid in accordance with the terms of this agreement and work product shall become the property of the County upon payment in full.

Compensation. The fees due to Peters Franklin, LTD hereunder shall be, and expenses incurred by us in connection with any services provided hereunder shall be reimbursed, as set forth in Appendix B.

Required Disclosures. MSRB Rule G-42 requires that Peters Franklin, LTD provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their client's disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Peters Franklin, LTD mitigates such conflicts through its adherence to its fiduciary duty to the County, which includes a duty of loyalty to you in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with the County and to act in your best interests without regard to our financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

The fees due under this Agreement are in a fixed amount established at the outset of this engagement. The amount

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is usually based upon an analysis by the County and Peters Franklin, LTD of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by us. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Peters Franklin, LTD may suffer a loss. Thus, we may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

(b) Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their client's certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, we set out below required disclosures and related information in connection with such disclosures.

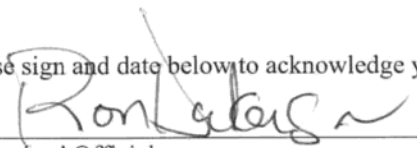
I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the RDC's evaluation of Peters Franklin, LTD or the integrity of our management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. **How to Access Form MA and Form MA-I Filings.** Peters Franklin, LTD's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companyserch.html>.

III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** We have not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Peters Franklin, LTD. We will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Please sign and date below to acknowledge your agreement with the above stated terms.



Authorized Official
Montgomery County

DATE: 10/13/21

Sincerely,
Peters Franklin, LTD
Peters Franklin, LTD

Peters Franklin, LTD certifies the use of E-Verify when hiring and do not knowingly employ an unauthorized alien.

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APPENDIX A
SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the planned issuance of the proposed EDC Junior and Senior Lease Bonds, and the RDA Lease Rental Bonds.

Peters Franklin, LTD may undertake some or all of the following activities for or on behalf of the County with respect to the Issue in carrying out this engagement, as directed by County:

New Issue Provide some or all of the following services with respect to Client's new Issue:

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue.
3. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans.
4. Assist Client in establishing a plan of financing.
5. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue.
6. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue.
7. Attend meetings of Client's governing body, as requested.
8. Advise Client on the manner of sale of the Issue.
9. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement.
10. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, and provide an electronic version of the official statement to the winning underwriter.
11. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement.
12. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue.
13. Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent.
14. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder.
15. In a negotiated sale, assist Client in the selection of underwriters.
16. In a negotiated sale advise on the acceptability of the underwriter's pricing and offer to purchase.
17. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters.
18. Review required underwriter disclosures to Client.
19. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue.
20. Respond to questions from bidders, underwriters or potential investors.

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- 21.** Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers.
- 22.** Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue.
- 23.** Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the payment of debt service.
- 24.** Provide such other usual and customary financial advisory services as may be requested by Client.

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APPENDIX B
COMPENSATION

Fees for the services provided by Peters Franklin, LTD to Montgomery County under this Agreement and the manner for payment of expenses incurred by us in the course of performing services are as set forth below:

- New Issue for EDC Junior Lease Rental Bond, Series 2021: \$30,000.
- New Issue for EDC Senior Lease Rental Bond, Series 2022: \$30,000.
- New Issue for RDA Lease Rental Bonds, Series 2022: \$30,000.

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THRIVE WEST CENTRAL

Tuesday, October 19, 2021 1:18 PM

Thrive West Central - Grant Administration/Labor Standard Agreements
Project Management concerning the execution and management of the grant agreement
between the County and IFA (Indiana Finance Authority)

Town of Mace & Nucor-Tempur Corridor Water Project.

MACE TRANSPORTATION & STORMWATER PROJECT

Tuesday, October 19, 2021 1:20 PM

AGREEMENT FOR PROFESSIONAL SERVICES
Montgomery County
Mace Transportation and Stormwater Project
Indiana Finance Authority, 2021 State Transportation and Stormwater Grant

THIS AGREEMENT ("this Agreement") is made and entered into effective as of the date of the last signature affixed to this Agreement, by and between the County of Montgomery ("COUNTY"), acting by and through its proper officials, and West Central Indiana Economic Development District, Inc. D/B/A Thrive West Central ("THRIVE"), a non-profit corporation organized under the laws of the State of Indiana (referred to collectively as the "parties").

RECITALS

WHEREAS the COUNTY desires to implement the Mace Transportation and Stormwater Project called ("IFA Project" or "Project") funded by the Indiana Finance Authority (IFA); and

WHEREAS the COUNTY is and will act with authority as the Fiscal Agent for the IFA funded project identified above and desires to have professional assistance with the administration of said project; and

WHEREAS the COUNTY is required for the IFA Project to have a labor standards administrator to oversee labor practices; and

WHEREAS, THRIVE has extensive experience, knowledge and expertise delivering such professional grant administration and labor standards administration services; and

WHEREAS the COUNTY desires to engage THRIVE to render certain project management, reporting and support services in connection with the IFA project.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually agree as follows:

SECTION 1 - SCOPE OF SERVICES:

- 1.1 Appendix I, Scope of Services, is hereby incorporated by reference into this Agreement.

SECTION 2 - TIME OF PERFORMANCE:

- 2.1 The services of THRIVE shall commence as of the date of the last signature affixed to this Agreement. All of the services required and performed hereunder shall be completed no later than 18 months after the date of the Grant Agreement with IFA.
- 2.2 All activities shall be complete as of this date unless an extension is approved by the COUNTY and IFA, in which case the contract shall be extended until the modified expiration date, which shall be in writing and executed by all parties.

SECTION 3 - COUNTY RESPONSIBILITIES:

- 3.1 The COUNTY shall designate the Chief Elected Official (CEO) and/or the Chief Financial Officer (CFO) as the authorized signatories for the Request for Reimbursement and/or any project reports when applicable. In addition, the COUNTY shall designate a local contact with respect to the work

to be performed under this Agreement, and to coordinate with the designated THRIVE Administrator (Administrator) and the COUNTY as it relates to IFA established project milestones and requirements.

Montgomery County Contact Name	Contact Phone Number	Contact Email
--------------------------------	----------------------	---------------

- | | |
|-----|---|
| 3.2 | The COUNTY shall be informed of all IFA project milestones in the implementation of the grant and shall work with the Administrator to ensure mandated IFA deadlines are met and a timely project schedule is executed. |
| 3.3 | The COUNTY and its agents shall furnish THRIVE with all information, data, reports, and records and/or other information as is existing, available, and necessary for the carrying out of the work outlined in Part II, Scope of Services. No charge will be made to the THRIVE for such information and the COUNTY and its agents will cooperate with the THRIVE in every way possible to facilitate the performance of the work described in the Agreement. |
| 3.4 | The COUNTY contact shall maintain, coordinate, and inform the COUNTY and the Administrator of progress related to all project milestone activities. |
| 3.5 | The COUNTY shall not incur costs or execute any contracts or change orders without prior written IFA approval to incur such costs for activities funded in whole or in part with any funds related to this Project. |
| 3.6 | The COUNTY and/or the local contact shall provide the Administrator with copies of all invoices/claims/checks/deposits for payment prior to payment. This will ensure proper recording of the invoices/claims and it will also ensure that the invoices/claims are true and correct and eligible costs in accordance with the grant funds and line items within the grant agreement before submission. |
| 3.7 | The COUNTY and/or the local contact shall immediately inform the Administrator of any potential change in the project scope when such change is an apparent possibility. |
| 3.8 | The COUNTY's CFO shall keep the financial records and all project files as developed by the Administrator. The COUNTY's CFO will then be responsible for maintaining the record keeping system developed by the Administrator and also shall keep files containing all copies/documents provided by the Administrator or otherwise related to the project. |

SECTION 4 – COMPENSATION:

- | | |
|-----|--|
| 4.1 | The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed fifteen thousand dollars (\$15,000.00). Payment to THRIVE shall be based on satisfactory completion of identified milestones in Appendix II – Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement. |
| 4.2 | Should the Project be completed in its entirety prior to the period allowed for its completion, all of THRIVE'S responsibilities and services required under this Agreement be fully completed, and all obligations to the IFA met, full compensation to THRIVE in the amount of fifteen thousand dollars (\$15,000.00) shall be completed at that time. Interim payment to THRIVE shall be upon percentage completion of the Scope of Services. |

- 4.3 THRIVE shall submit invoices based upon milestones depicting percentage completion of the Scope of Services to the COUNTY's CFO. The payments to THRIVE will be made from funds provided by the COUNTY within thirty (30) days of receipt of said invoice.

SECTION 5 – INDEMNIFICATION

- 5.1 THRIVE shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the COUNTY and its agents from and against them, and shall assume full responsibility for administering the project identified above.
- 5.2 THRIVE shall indemnify and hold harmless the COUNTY, its officers, directors, shareholders, partners, agents, and employees from and against those damages and costs (including reasonable attorney's fees) that the COUNTY is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of THRIVE subject to any limitations of liability contained in this Contract. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitation.
- 5.3 The COUNTY shall indemnify and hold harmless THRIVE, its officers, directors, shareholders, partners, agents, and employees from and against those damages and costs (including reasonable attorney's fees) that THRIVE is legally obligated to pay as a result of a third-party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error, or omission of the COUNTY.

SECTION 6 – GENERAL PROVISIONS

- 6.1 This Agreement shall be construed under and in accord with the laws of the State of Indiana, and all obligations of the parties created hereunder are performable in Montgomery County, Indiana.
- 6.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- 6.3 If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.
- 6.4 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 6.5 This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

SECTION 7 – TERMS AND CONDITIONS

This Agreement is subject to the provisions titled, "Appendix III Terms and Conditions" attached hereto and incorporated by reference herein.

In Witness Whereof, the COUNTY and THRIVE have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

COUNTY OF MONTGOMERY

Signature

Date

(Print or type name and title)

THRIVE WEST CENTRAL

Ryan J. Keller
Signature

10-01-2021

Date

Ryan J. Keller, Executive Director

(Print or type name and title)

**APPENDIX I
SCOPE OF SERVICES**

The following is a description of the services to be provided by THRIVE for this project.

The following THRIVE Grant Administrator ("Administrator"), shall be responsible for administration of this project.

_____	(812) 238-1561	_____
Assigned Project Administrator	Contact Phone Number	Contact Email

Project Management: Concerning the execution and management of the grant agreement between the COUNTY and IFA

1. Develop and maintain a record keeping and filing system consistent with program guidelines.
2. Establish internal procedures to document expenditures associated with local administration of the project.
3. Assist the COUNTY with development of record keeping systems during project implementation through closeout phases of the project including, but not limited to, design and implementation, general management of system, coordination and evaluation, and other implementation activities as needed or desired by the COUNTY as it pertains to the project.
4. Provide general advice and technical assistance to the COUNTY on implementation of the IFA project and regulatory matters pertaining thereto.
5. Provide general advice and technical assistance to the COUNTY applicable federal requirements, contractor procurement and construction activities throughout the implementation of the project.
6. Prepare and submit all project reporting required by IFA, including but not limited to progress reporting, quarterly reporting, and other reporting included in the IFA Financial Assistance Award between the COUNTY and the IFA.
7. Serve as liaison for the COUNTY during the implementation and completion of the IFA project with any monitoring visit by staff representatives from IFA.
8. **Civil Rights:** Assist the COUNTY in complying with all Civil Rights requirements and documentation of compliance including, but not limited to:
 - 8.1 Assisting the COUNTY in documenting all Civil Rights policies and procedures in the area of employment, project benefits, and contracts.
9. **Labor Standards Services:** Assist the COUNTY in complying with all Labor Standards requirements and documentation of compliance including, but not limited to:
 - 9.1 Assisting the COUNTY in documenting all Labor Standards requirements per IFA guidelines as well as adherence to Davis-Bacon and other labor law requirements including laws, regulations, and Executive Orders.

9.2 Conduct random worker interviews for adherence to Davis-Bacon and other labor law requirements for federally funded projects.

9.3 Monitor weekly certified payrolls submitted by contractors on project.

10. Project Close Out and Audit:

10.1 Provide advice on the Federal Single Audit Act and close out procedures and processes.

10.2 Assist in completing close out package including all close out documents and reports.

10.3 Assist with all other related close out and audit elements, as necessary.

11. Miscellaneous Elements:

11.1 Attend IFA monitoring visits and prepare responses to any and all findings, as appropriate.

11.2 At the COUNTY's request, periodically attend meetings of the COUNTY's governing body to provide project updates.

Financial Management: Concerning the use, flow, and obtaining of funds in accordance with the grant agreement:

1. Develop and maintain a financial record and filing system in conformance with IFA Financial Management guidelines and requirements.
2. Assist the COUNTY in establishing and maintaining financial record keeping systems for the duration of the project as it pertains to the project.
3. Assist the COUNTY in its ability to manage and report progress and use of IFA funds for the project identified above.
4. Assist the COUNTY in compliance with all IFA rules, regulations, specifications, or other directives pertinent to the identified project.
5. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of the COUNTY, in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
6. Review invoices received for payment and file back-up documentation.
7. Provide general advice and technical assistance to the COUNTY and its agents on implementation of the IFA project and associated regulatory matters.
8. Assist the COUNTY in interpreting and complying with established procedures for the IFA project and reporting requirements.

**APPENDIX II
PAYMENT SCHEDULE**

The COUNTY shall reimburse THRIVE for grant administration services provided for completion of the Scope of Services in the amount of fifteen thousand dollars (\$15,000.00), based upon milestones depicting percentage completion of the Scope of Services. The payments to THRIVE will be made from funds provided by the COUNTY. Milestones established for payment and the amounts paid are as follows:

Payment Schedule

Payment	Amount	Basis of Payment
I	\$2,000.00	Completion of twenty percent (20%) of the Scope of Services identified herein.
II	\$3,500.00	Completion of forty percent (40%) of the Scope of Services identified herein.
III	\$4,500.00	Completion of sixty percent (60%) of the Scope of Services identified herein.
IV	\$3,000.00	Completion of eighty percent (80%) of the Scope of Services identified herein.
V	\$2,000.00	Completion of one hundred percent (100%) of the Scope of Services identified herein.
Total Payment	\$15,000.00	

All payments shall be determined by the COUNTY from its estimates of completion of the entire IFA project. Payment to THRIVE shall be made from those estimates and in the amounts prescribed above.

**APPENDIX III
TERMS AND CONDITIONS**

1. **Waiver of Modification Ineffective Unless in Writing.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless signed by a duly authorized representative of the COUNTY and a duly authorized representative of THRIVE.
2. **Changes.** The COUNTY may, from time to time, request changes in the Scope of Services of THRIVE to be performed hereunder. Such changes, including any increase or decrease in the amount of THRIVE's compensation which are mutually agreed upon by and between the COUNTY and THRIVE shall be incorporated in written amendments to this Contract.
3. **Independent Contractor.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. THRIVE shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
4. **Personnel.**
 - 4.1 THRIVE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
 - 4.2 All of the services required hereunder will be performed by THRIVE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - 4.3 None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Interest.**
 - 5.1 **Members of THRIVE.** No member of the governing body of THRIVE and no other officer, employee, or agent of THRIVE who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the COUNTY shall take appropriate steps to assure compliance.
 - 5.2 **Other Local Public Officials.** No member of the governing body of THRIVE and no other public official of THRIVE, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the COUNTY shall take appropriate steps to assure compliance.
 - 5.3 **Firm and Employees.** THRIVE covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein

or any other interest which would conflict in any manner or degree with the performance of its services hereunder. THRIVE further covenants that in the performance of this Contract, no person having any such interest shall be employed.

6. **Assignment of Contract.** THRIVE shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto: Provided, however, that claims for money by THRIVE from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the COUNTY.
7. **Employment Eligibility Verification.** THRIVE affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.
 - 7.1 THRIVE shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. THRIVE is not required to participate should the E-Verify program cease to exist.
 - 7.2 THRIVE shall not knowingly employ or contract with an unauthorized alien. THRIVE shall not retain an employee or contract with a person that THRIVE subsequently learns is an unauthorized alien.
8. **No Investment in Iran.** As required by IC 522-16.5-13, THRIVE certifies that THRIVE is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Agreement and denial of future state contracts, as well as imposition of a civil penalty.
9. **Reports and Information.** THRIVE, at such times and in such forms as the COUNTY may require, shall furnish the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
10. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by THRIVE under this Contract are confidential, and THRIVE agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.
11. **Compliance with Local Laws.** THRIVE shall comply with applicable laws, ordinances and codes of the State of Indiana and its local governments.
12. **Equal Employment Opportunity.** During the performance of this Contract, THRIVE agrees as follows:
 - 12.1 THRIVE will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. THRIVE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THRIVE agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this non-discrimination clause.

- 12.2 THRIVE will, in all solicitation or advertisements for employees placed by or on behalf of THRIVE, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, handicap, or national origin.
- 12.3 THRIVE will cause the foregoing provisions to be inserted in all subcontracts for any work or services covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 12.4 THRIVE will include the provisions 12.1, 12.2, and 12.3 in every subcontract or purchase order unless exempted.
- 13. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, 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.
- 14. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

15. Termination of Contract:

- 15.1 Either party may terminate this Agreement, in whole or in part, whenever, for any reason, it determines that such termination is in its best interests. Termination or partial termination of the Agreement shall be affected by delivering the other party a Termination Notice thirty (30) days prior to termination. Such notice should be delivered in the manner described in Section 18 of this Agreement. Termination may be made effective immediately by mutual written consent of both parties. If early termination is exercised, THRIVE, shall be entitled to reimbursement of all expenses associated with the Grant Administration prior to early termination.
- 15.2 If, through any cause, THRIVE shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if THRIVE shall violate any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to THRIVE of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. If the Contract is terminated by the COUNTY as provided herein, THRIVE will be paid for the time provided and expenses incurred up to the termination date.
- 15.3 If the Contract is terminated by the COUNTY as provided herein, all finished or unfinished documents, information or reports prepared by THRIVE under this Contract shall, at the option of the COUNTY, become its property and THRIVE shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

15.4 Notwithstanding the above, THRIVE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by THRIVE, and the COUNTY may withhold any payments to THRIVE for the purpose of set-off until such time as the exact amount of damages due the COUNTY from THRIVE is determined.

16. **Notice to Parties:** Any notice, request, consent, or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the COUNTY shall be sent to:

County of Montgomery
110 West South Boulevard
Crawfordsville, IN 47933

Notices to THRIVE shall be sent to:

Ryan J. Keller, Executive Director
Thrive West Central
2800 Poplar St, Suite 9A
Terre Haute, IN 47808

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

INDIANA DEPARTMENT OF HOMELAND SECURITY



STATE HOMELAND SECURITY GRANT PROGRAM GRANT AWARD LETTER

Date of Award: October 1, 2021
Subrecipient name: Montgomery County Sheriff's Office
Contact: Todd Walsh
DUNS:
Project Title: Priority Project Montgomery Co. Sheriff's Office (MCSO) SWAT vehicle
Final Award Amount: \$334,110.00
Grant Type: FFY 2021 State Homeland Security Program, CFDA # 97.067
Award Number: EMW-2021-SS-00032
Period of Performance: September 1, 2021 – August 31, 2023

The Indiana Department of Homeland Security (IDHS) is pleased to inform you that your application for Federal Fiscal Year 2021 (FFY21) State Homeland Security Program (SHSP) grant funds has been approved in the amount shown above.

Please carefully review this award letter, as it contains important information regarding your grant award, including certain steps that each subrecipient must complete to properly process your sub-grant agreement and administer your funds. If you have any questions regarding the steps listed below, please submit a support ticket to the IDHS Grants Management staff via:
<https://www.in.gov/dhs/grants-management/grants-management/#supportTicket-label>.

STEP 1: SUBMIT YOUR APPLICATION THROUGH INTELLIGRANTS

Your application and budget must reflect the awarded amount. Your budget must also be updated to match the current [Authorized Equipment List](#) (AEL) coding for any equipment you intend to purchase with your grant funds.

Your application in IntelliGrants must be submitted no later than October 22, 2021.

Note: Federal funds shall not be used to purchase any of the following: food, beverages or equipment sustainment (i.e., routine maintenance, oil changes, etc.).

STEP 2: SUBMIT ENVIRONMENTAL PLANNING AND HISTORICAL PRESERVATION DOCUMENTATION

The Environmental Planning and Historical Preservation (EHP) review process involves the submission of a detailed project description that explains the goals and objectives of the proposed

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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. Any project that may impact the environment or a historic property must be reviewed by U.S. DHS/FEMA to ensure compliance with its EHP Policy Guidance (https://www.fema.gov/sites/default/files/2020-04/GPD_EHP_Policy_Final_3-17-17.pdf) and the EHP Policy ([FEMA Policy # 108.24.4](#)). If you requested funding for a project that involves construction of communication towers, modification or renovation of existing buildings, structures and facilities or new construction, including replacement of facilities or any other project that may impact the environment, you must comply with these policies by submitting the required EHP documentation to grants@dhs.in.gov no later than **December 17, 2021**.

- Your project does not require an EHP. When an EHP is required, you may not begin your project until FEMA approves your EHP. If any changes occur to the project after the EHP is approved, a new EHP must be approved before work continues. (This includes, for example, moving a camera to the right 1 inch.)

STEP 3: SUBMIT UAS EQUIPMENT DOCUMENTATION

Grant funds may be used for the purchase of unmanned aircraft system (UAS) equipment; however, due to the nature of the equipment and the potential impact on the community there are additional and specific requirements to comply with to acquire this equipment.

Requirements for Small Unmanned Aircraft System:

All requests to purchase a Small Unmanned Aircraft System (sUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015.

The anticipated approval time from the date of submission to FEMA, ensuring all documents are provided and complete, is one year.

Documentation Requirements:

- Standard operating procedures
- Agency policies and procedures to safeguard individuals' privacy, civil rights and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment.

Subrecipient must comply with these policies by submitting the required UAS Equipment documentation via email to grants@dhs.in.gov no later than **December 17, 2021**.

- Your project does not require UAS equipment approval. **When UAS equipment is required, you may not begin your project until FEMA approves your UAS equipment request.** If

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any changes occur to the project after the UAS equipment request is approved, a new UAS equipment request must be approved before work continues. UAS equipment requests approvals can take up to a year. **DO NOT purchase any UAS equipment until FEMA approves your UAS equipment request.**

STEP 4: SIGN THE SUB-GRANT AGREEMENT

This grant award is being made subject to general and special terms and conditions, which will be set out in the sub-grant agreement and are also included as **Exhibit A** (State of Indiana Terms and Conditions) and **Exhibit B** (Federal Terms and Conditions). **Your grant agreement MUST be signed through the State of Indiana's Supplier Contract Management system (SCM) within five (5) business days of receipt of the notification email that your agreement is ready for eSignature in DocuSign.**

The following link provides instructions for the DocuSign Process for signing an agreement:

DocuSign Process for Signing a State Contract: <https://www.in.gov/idoa/2977.htm>

STEP 5: REGISTER WITH SAM

All subrecipients should be registered with the System for Awards Management (SAM), if they are not already, prior to submitting any requests for reimbursement. Registration can be completed through the following link: <https://www.sam.gov/SAM>.

STEP 6: COMPLETE THE 2021 NATIONWIDE CYBERSECURITY REVIEW (NCSR)

For additional information including FAQs, registration and the general user guide, please click the following: <http://www.in.gov/dhs/4087.htm> The 2021 NCSR will be open through December 31, 2021. Once completed the subrecipient should export the NCSR information into a PDF and send to the State administrative agency (SAA), the Indiana Department of Homeland Security, at grants@dhs.in.gov.

Completion of the NCSR is required by FEMA. Failure to complete the NCSR by December 31, 2021, will result in denial of any remaining award funds.

ADDITIONAL AWARD INFORMATION:

Grant funds must be obligated and the project completed (ordered, accepted delivery, installed equipment and full completion of performance of any service agreements or contracts) during the performance period of the sub-grant award, which is September 1, 2021, through August 31, 2023. Obligations incurred during the performance period must be paid within 30 days following the end of the performance period. If this sub-grant award is not closed out by the subrecipient within 30 days following the end of the performance period of the sub-grant award, all unexpended grant funds paid to the subrecipient must be returned to the Indiana Department of Homeland Security by **September**

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30, 2023. However, if you determine you will be unable to expend all funds by the end of the grant period, it is imperative the funds are returned to IDHS as soon as possible.

EQUIPMENT

According to a FEMA information bulletin (IB) concerning Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, effective Thursday, August 13, 2020, FEMA award funds may not be used to purchase certain telecommunications and video surveillance products produced or provided by an entity that may be owned, controlled by or otherwise connected to the People's Republic of China.

This impacts any telecommunication or video surveillance equipment purchase for all SHSP grants. If planning to purchase anything in these categories on or after August 13, 2020, please make sure prior to purchase that the components can be certified to not be from any of the entities listed in the IB attached or any other entities owned, controlled or connected to the People's Republic of China.

PAYMENT OF GRANT FUNDS

Subrecipients will not receive a disbursement of funds for any project expenditures until the grant agreement is fully executed in SCM. **The subrecipient shall submit quarterly program and fiscal reports. The fiscal report and supporting documentation are necessary for reimbursement of actual expenses incurred. Program and fiscal reports must be current for the quarter before invoices can be paid.** Grant funds will be disbursed to subrecipients (according to the approved project budget) once IDHS receives the invoice/receipt indicating the project deliverable has been completed and the proof of payment for that invoice/receipt is received via IntelliGrants. Proof of payment must take the form of either a cancelled check or an auditor or treasurer report. All funds will be paid in arrears after the submission of required documentation. **The timeliness of program and fiscal report submissions reflects both on you and on IDHS. Untimely reports distort the accuracy of the overall grant financial position reported each quarter and could indicate poor monitoring of the funds.**

PROCUREMENT AND RECORDS

The subrecipient shall comply with all State, local and federal procurement standards, including those set out in 2 CFR 200, Subpart D, 2 CFR 200.318 through 200.326. Subrecipients are required to maintain and retain the following:

1. Backup documentation, such as bids and quotes.
2. Cost/price analyses on file for review by federal personnel, if applicable.
3. Other documents required by federal regulations applicable at the time a grant is awarded.

Subrecipients who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

PROGRAM REPORTS

Program Reports must be started, completed and submitted by the subrecipient, and approved by IDHS before a fiscal report can be started. Program Reports are a way of tracking progress in

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accomplishing milestones, goals, objectives and outcomes and assist IDHS in determining whether a program is meeting the goals and objectives set forth in the grant application. IDHS uses the data collected on a quarterly basis to determine the success of the programs funded for that grant cycle. IDHS will also submit data to State agencies at the end of each grant award cycle or the termination of a subrecipient's project, whichever occurs first. This data will be used for program activity reports to FEMA and any other entities deemed appropriate. IDHS asks you keep accurate time and activity reports for all grant funded or partially funded positions. Inaccurate time and activities reports for grant funded positions is a common audit finding and many do not realize this is a necessity.

Reporting Period	Report Due Date
September 1 – November 30	December 15
December 1 – February 28	March 15
March 1 – May 30	June 15
June 1 – August 31	September 15

FISCAL REPORTS

Fiscal reports inform IDHS the rate at which funds are being spent. Deviations from the approved budget may indicate the need for a budget revision, an extension of the project period or identify potential problems. A fiscal report must be submitted in IntelliGrants every quarter for which the grant is active, even if no funds were spent and/or drawn down.

Reporting Period	Report Due Date
September 1 – November 30	December 30
December 1 – February 28	March 30
March 1 – May 30	June 30
June 1 – August 31	September 30

GRANT ADJUSTMENT NOTICES

All grant adjustment notices (GANs) must be submitted in IntelliGrants at least 30 days prior to the project's end date to ensure IDHS consideration of the request. GANs will not be considered or approved if they are received by IDHS after the grant end date. GANs may be requested for approval to move funds from one authorized category to another, but a new spending category may not be added that would change the original purpose of the grant.

EQUIPMENT

The State of Indiana identifies equipment or property as "tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$500 or more per unit acquired in whole or in part with grant funds." All subrecipients will use the tracking tool in IntelliGrants to track equipment

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purchased with federal preparedness funding, the person to whom equipment was assigned, and reconciled items. Subrecipients must enter the required data in the IntelliGrants equipment inventory module. Failure to do so will increase the subrecipient's risk assessment score and may result in disqualification for future grant funding. The HSGP grant guidance requires any equipment purchased with federal grant funding to be marked prominently with the following phrase "Purchased with funds provided by the U.S. Department of Homeland Security."

Pursuant to the terms and conditions outlined in this award letter the Indiana Department of Homeland Security hereby obligates \$334,110.00 in FFY 2021 State Homeland Security Program grant funds to Montgomery County Sheriff's Office in accordance with the pass-through requirements set out in the FFY 2021 Homeland Security Grant Program Notice of Funding Opportunity. The subrecipient may begin expending these funds in accordance with the terms and conditions contained herein, the subrecipient's approved grant application, and the subrecipient's updated budget as of the date this letter is signed below.



Stephen Cox, Executive Director
Indiana Department of Homeland Security

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EXHIBIT A

NOTICE OF STATE AND FEDERAL TERMS AND CONDITIONS

FEDERAL FISCAL YEAR 2021 HOMELAND SECURITY GRANT PROGRAM, STATE HOMELAND SECURITY PROGRAM

This document sets out the State and Federal terms and conditions that govern your grant award. All terms and conditions set forth here will be included in a formal grant agreement to be signed by your entity and the awarding agency and such formal grant agreement shall be legally binding on the parties. No signatures are required on this document.

1. Purpose of this Grant Agreement; Special Conditions; Funding Source. The State has been designated by the U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") as the Recipient to receive, administer, and disburse Homeland Security Grant Program, State Homeland Security Program ("HSGP SHSP") funds as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 USC § 603), and as appropriated by the Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260) to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States. In particular, the HSGP SHSP program supports preparedness activities that address high priority preparedness gaps across all core capabilities that support terrorism preparedness.

The purpose of this Grant Agreement is to enable the State, pursuant to its authority under IC § 10-19-3-3, to make a subaward to the Subrecipient of the FEMA Grant Programs Directorate, HSGP SHSP funds for the allowable costs of this project (the "Project") associated with the Subrecipient's grant application (the "Grant Application"), both of which are on file with the State in the Subrecipient's account within the Indiana IntelliGrants grant management system and identified by grant title and year. The Project and Grant Application are considered fully incorporated into this Grant Agreement by reference.

The funds received by the Subrecipient shall be used exclusively in accordance with the provisions contained in this Grant Agreement and shall be used only to implement the Project and Grant Proposal or provide the services in conformance with this Grant Agreement and for no other purpose.

SPECIAL CONDITIONS:

1. Certification of telecommunications and video surveillance products, prior to purchase, that components can be certified to not be from any of the entities listed or any other entities owned, controlled, or connected to the People's Republic of China.

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2. Completion of the Nationwide Cybersecurity Review (NCSRP) is required by FEMA by December 31, 2021.
3. Additional Federal Conditions:
 - a. **Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
 - b. **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
 - c. **Homeland Security Grant Program Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

FUNDING SOURCE: Federal

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Federal Funds Program Name: Federal Fiscal Year 2021 Homeland Security Grant Program, State
Homeland Security Program
CFDA #97.067

Federal-State Award Identification Number: EMW-2021-SS-00032

Date Funds were Awarded to the State: September 1, 2021

Federal Notice of Funding Opportunity Number: DHS-21-GDP-067-00-02

2. Amount of Subaward. This subaward is for an amount not to exceed \$334,110.00. There is no match requirement for this subaward.

For State purposes, total remuneration under this Grant Agreement shall not exceed the subaward amount listed in this paragraph.

3. Term. This Grant Agreement shall begin on September 1, 2021 ("Effective Date") and shall remain in effect through August 31, 2023 (the "Obligation Deadline" also known as the "end of the performance period").

- A. This Grant Agreement is not renewable.
- B. The Obligation Deadline may be extended only by receiving written approval by the State and, when necessary, FEMA and by written agreement of the Parties in conformance with IC § 5-22-17-4, and as permitted by the federal law governing the use of these grant funds. Any request for an extension must be submitted by the Subrecipient to the State no later than one hundred and sixty (160) days prior to the Obligation Deadline in order to comply with FEMA requirements.

4. Representations and Warranties of the Subrecipient.

- A. The Subrecipient expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Subrecipient expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that the Subrecipient was ineligible to receive the funds, or it made any material misrepresentation on its Grant Application.
- B. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant 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.
- C. The Subrecipient certifies by entering into this Grant Agreement that it currently has and shall

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maintain an active registration within the Federal System for Awards Management (SAM) that includes the Subrecipient's current information at all times throughout the duration of this Grant Agreement, including amendments of this Grant Agreement, unless the Subrecipient is exempted under 2 CFR § 25.110.

- D. The Subrecipient certifies that funds awarded under this Grant Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

5. Implementation of and Reporting on the Project.

- 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 the plans and specifications contained in its Grant Application. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.
- B. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Proposal, which includes budget items, then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a grant adjustment notice (GAN) to the State through the Indiana IntelliGrants grants management system. The Subrecipient shall not proceed to make any purchases that are outside the scope of Subrecipient's Project without first receiving approval from the State of the grant adjustment request. Approval shall be determined by the State's sole discretion.** Any purchases made by the Subrecipient that are not authorized by the FEMA allowability guidelines, the Subrecipient's Project, Grant Application, or the State, will not be reimbursed under this Grant Agreement. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will be required to reimburse the State for the amount of funds that were not approved.
- C. The Subrecipient shall submit to the State written programmatic reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State. When applicable, the State shall then submit those reports to FEMA.
- D. The Subrecipient shall comply with the document titled "Indiana Department of Homeland Security, Comprehensive Training & Exercise Guidance, Volume II, February 2017" available at <https://www.in.gov/dhs/files/2017-IDHS-Comprehensive-Training-Exercise-Grant-Guidance.pdf>. (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.)

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6. Requirements Applicable to Property/Equipment Purchased Using Grant 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 Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:

A. Maintain records that include the following:

- 1) A description of the property;
- 2) Manufacturer's model number;
- 3) Manufacturer's serial number or other identification number;
- 4) Vendor or other source of the property;
- 5) Identification of the title holder of the property;
- 6) Acquisition date;
- 7) State Contract number of the Agreement which provided the funding;
- 8) Cost of the property;
- 9) Physical location of the property;
- 10) If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
- 11) Use of the property;
- 12) Condition of the property; and
- 13) 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. 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 maintain this inventory information.

C. 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.

D. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.

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E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with any applicable state and local laws, rules and regulations.

F. The Subrecipient agrees to the following:

- 1) The equipment and any required support personnel shall be made available to the State of Indiana if requested for training purposes or as part of a state incident response.
- 2) 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.
- 3) Personal use of the equipment is not permitted.
- 4) The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Homeland Security".

G. If a Subrecipient fails to comply with any part of this provision; the Subrecipient may be required to repay to the State some or all of the funds provided to the Subrecipient under the Grant Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Subrecipient's ability to obtain future grants from the State.

H. These requirements are on-going and survive the expiration or termination of the Grant Agreement and will remain in effect until the property is disposed of in accordance with the Grant Agreement.

7. Payment of Claims and Finance Report.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a completed Finance Report setting out the intended purposes of those funds. The Finance Report can be found in the Indiana grants management system. After such funds have been expended, the Subrecipient shall provide the State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon submission of a completed financial report to the State through the Indiana Intelligrants grants management system and must be submitted with accompanying supporting documentation as designated by the State. Such financial report(s) must be submitted with the budget expenditure report detailing

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disbursements of state, local and/or private funds by project budget line items. A financial report submitted without supportive documentation will be returned to the Subrecipient and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

- C. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. A finance report shall be submitted to the State within fifteen (15) days following the end of the quarter in which work on or for the Project was performed. The State has the discretion and reserves the right to NOT pay any claims submitted later than twenty (20) calendar days following the end of the quarter in which the services were provided.
- E. All **final** financial reports must be submitted to the State within thirty (30) calendar days after the Obligation Date. Payment for claims submitted after that time may, at the discretion of the State, be denied.
- F. **If Grant funds have been advanced to the Subrecipient and those funds are unexpended at the time that the final financial report is submitted after the Obligation Deadline then all such unexpended award monies must be returned to the State.**
- G. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this Grant Agreement.
- H. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.
- I. Notwithstanding any other provision of this Grant Agreement, the State may elect to not pay the Subrecipient the final ten percent (10%) of the agreement amount until the State has verified that the Project has been completed in accordance with this Grant Agreement.
- J. The actual reimbursement of grant funds to the Subrecipient shall not be made until all documentary materials required by this Grant Agreement have been received and approved by

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the State, all clearance checks with the State are valid and in good standing, and this Grant Agreement has been fully approved by all State signatories.

8. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Subrecipient shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in the Subrecipient's Grant Application and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the budget presented in Subrecipient's Grant Application and that unpaid costs have been properly accrued;
- C. that Subrecipient is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

The Subrecipient will take all necessary actions to correct or cure any problematic findings identified by the State during its monitoring and evaluation.

9. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Subrecipient shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after closeout for inspection by the State, FEMA, Federal Department of Homeland Security, or any of those entities authorized designee. Copies shall be furnished to the State at no cost. The Subrecipient shall comply with the audit requirements of 2 C.F.R. 200.333 and the access requirements of 2 C.F.R. 200.336.
- B. Since the Subrecipient is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements). 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 Grant Agreement. **The Subrecipient must notify the State if the Subrecipient expends \$750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year** in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

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- C. If the Subrecipient is a non-governmental unit, the Subrecipient shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit B** (Guidelines for Non-governmental Entities).

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 Grant Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Grant 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 the Grant, the Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant 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 Grant 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 Grant 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. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Grant 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, 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 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 apply 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- 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 Grant 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, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

11. Debarment and Suspension.

- A. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency or political subdivision of the State.
- B. The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall

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immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

12. Drug-Free Workplace Certification. 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 Grant 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 Grant 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.

13. Employment Eligibility Verification. 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 Grant 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.

This clause is not applicable if the Subrecipient is a state agency, political subdivision, including local school corporations and charter schools, a state educational institution, or a self-employed person that does not employ any employees.

14. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it 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.

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

16. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant 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.

17. Insurance. The Subrecipient shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

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18. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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.

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

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

A. Notices to the State shall be sent to:

Grants Management Director
attn.: HSGP-SHSP Coordinator
Indiana Department of Homeland Security
302 West Washington Street, Room E208
Indianapolis, Indiana 46204
E-mail: grants@dhs.in.gov
Subject line should identify the grant program title, grant program year, and the Subrecipient's legal name

B. Notices to the Subrecipient shall be sent to:

Todd Walsh
600 Memorial Dr
Crawfordsville, IN 47933

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

20. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including **Exhibit A** and those identified in paragraph 28, below, (2) this Grant Agreement, (3) requirements imposed by the Federal Notice of Funding Opportunity ("NOFO") associated with this grant program, (4) requirements imposed by the Federal FEMA Preparedness Grants Manual (dated February 2021), (5) requirements imposed by the State of Indiana NOFO associated with this grant program,

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(6) Exhibits prepared by the State, (7) Award Letter provided to the Subrecipient, and (8) Subrecipient's Project and Grant Application on file with the State. All of the foregoing are incorporated fully herein by reference.

21. Public Record. The Subrecipient acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

22. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Subrecipient's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

23. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State or FEMA whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Subrecipient of a written Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original grant.

24. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

25. Remedies Not Impaired. No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

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

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

28. Federal and State Third-Party Contract Provisions. This Grant involves the payment of federal funds. Federal funding carries specific restrictions. The Subrecipient and, if applicable, its

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contractors shall comply with the Federal requirements associated with the subaward, including the requirements incorporated into this Grant Agreement by reference, the requirements listed in this paragraph, and the requirements included in the federal assurances and Department of Homeland Security ("DHS") terms and conditions listed at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions> and in **Exhibit A**, which is attached to and fully incorporated into this Grant Agreement.

A. Procurement Integrity. When applicable, the Subrecipient shall follow 2 CFR 200.317 General procurement standards through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State law. Such requirements include:

- 1) The Subrecipient shall document all procurement practices and maintain records of procurement actions taken (for instance, maintain copies of all bids, proposals, quotes, cost/price analysis, basis for selection decisions, purchase orders, and contracts) throughout the Term and as related to the Project.
- 2) The Subrecipient's procurement procedures must avoid acquisition of unnecessary or duplicative items.
- 3) All procurement transactions using funding from this award must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 and the Federal NOFO for further requirements and guidance.
- 4) The Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR 200.321.
- 5) Affirmative steps include: Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned or located in a HUBZone on solicitation lists and ensuring such groups are solicited whenever they are potential procurement sources; Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by such groups; and/or establishing delivery schedules, where the requirement permits, which encouraged participation by such groups as appropriate.
- 6) The Subrecipient shall ensure that any sub-contract agreement entered into contains required state and federal provisions as noted throughout this Grant Agreement.

B. Environmental or Historic Preservation Project. If the Subrecipient's Grant Proposal includes plans that involve or effect any Environmental or Historic Preservation, then the Subrecipient shall complete an Environmental and Historic Screening Preservation Memo ("EHP Form") and submit it to the State. If the Subrecipient needs to apply for an EHP, approval will need to come from FEMA and the Project may not start until FEMA approves the Subrecipient's EHP Form and the Subrecipient receives the FEMA approval letter from the State. The Subrecipient shall complete and submit an EHP Form via email to grants@dhs.in.gov no later than thirty (30) days after Subrecipient signs this Grant Agreement. Approved EHP Forms and accompanying Project may not be modified unless the Subrecipient receives written approval by the State and FEMA.

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C. FEMA Preparedness Grants Manual, FEMA Grant Programs Directorate (the “Manual”), dated February 2021. As required by FEMA, the Subrecipient shall comply with the requirements listed in the Manual and as they pertain to the HSGP SHSP grant program. The manual can be found upon request to the State or at the following:
https://www.fema.gov/sites/default/files/documents/FEMA_2021-Preparedness-Grants-Manual_02-19-2021.pdf.

- 1) **The Manual addresses actions that may be taken by FEMA, should the State or FEMA discover potential or actual noncompliance on behalf of the Subrecipient.** During the lifecycle of an award or even after an award has been closed, FEMA or the State may review the Subrecipient’s performance under this Grant Agreement to ensure conformance with the grant requirements. The closeout of an award does not affect FEMA’s right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period, see 2 CFR 200.333, 200.344(a). The types of funds FEMA may attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.
- 2) **The Subrecipient shall comply with the documentation and record retention policies, procurement, closeout, period of performance, and EHP requirements as mandated by FEMA and the State.**

29. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

30. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows:

- A. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
- B. Paragraph 5, Implementation of and Reporting on the Project, has been modified.
- C. Paragraph 6, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, is added.
- D. Paragraph 7, Payment of Claims, has been modified.
- E. Paragraph 8, Project Monitoring by the State, has been modified.
- F. Paragraph 9, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
- G. Paragraph 11, Debarment and Suspension, has been modified.
- H. Paragraph 13, Employment Eligibility Verification, has been modified.

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- I. Paragraph 20, Order of Precedence, has been modified.
- J. Paragraph 23, Termination for Convenience, has been modified.
- K. Paragraph 25, Remedies Not Impaired, has been added.
- L. Paragraph 26, Severability, has been added.
- M. Paragraph 27, Survival, has been added.
- N. Paragraph 28, Federal and State Third-Party Contract Provisions, has been modified.

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EXHIBIT B - FEDERAL REQUIREMENTS

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

- 1. Subrecipient Acknowledgments, Assurances, Disclosures, and Practices.** All Subrecipients and any contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions related to receiving awards from the United States Department of Homeland Security (US DHS). In particular,
 - A. The Subrecipient must cooperate with any compliance reviews or compliance investigations conducted by US DHS.
 - B. The Subrecipient must give US 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 US DHS regulations and other applicable laws or program guidance.
 - C. The Subrecipient must submit timely, complete, and accurate reports to the appropriate US DHS officials and maintain appropriate backup documentation to support the reports. The State may do this on your behalf.
 - D. The Subrecipient must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - E. The Subrecipient must disclose, in a timely manner and as required by 2 CFR Part 200.113, 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 the remedies described in § 200.338 (Remedies for Noncompliance), including suspension or debarment. (See also 2 CFR § 180 and 31 USC § 3321).
 - F. The Subrecipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the State and FEMA.
 - G. The Subrecipient shall not use the federal award to sue the federal government or any other government entity.
 - H. The Subrecipient shall not use the funds as matching funds for any other State or federal award or as a match for a cooperative agreement.
 - I. 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 as required by 2 CFR § 200.318(c)(1). No employee, officer, or agent may participate

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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.

- J. The Subrecipient shall comply with the federal Procurement Standards established under 2 CFR § 200, Subpart D, 2 CFR §§ 200.317 through 200.326 and adopted by DHS as 2 CFR Part 3002.
- K. As required by 2 CFR § 200.326, in addition to all other provisions required by US DHS and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."
- L. Subrecipients must comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local permits and clearances may jeopardize Federal funding. If ground disturbing activities occur during construction, Subrecipients must immediately notify the State and continue to monitor the ground disturbance. If any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

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

- 2. **U.S. DHS Standard Administrative Terms and Conditions.** FEMA requires compliance with the US DHS Standard Administrative Term and Conditions which is published and maintained on the Homeland Security website: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>. Unless otherwise stated, the Subrecipient shall comply with the most current DHS Standard Terms and Conditions published at the time the Subrecipient received its award. Though not exhaustive, the Subrecipient shall comply with the following US DHS conditions:

A. Acknowledgment of Federal Funding from US DHS.

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

B. Acceptance of Post Award Changes.

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate the Subrecipient's acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ask-gmd@fema.dhs.gov if you have any questions.

C. 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.

D. Age Discrimination Act of 1975.

All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (42 USC § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

E. 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, Pub. L. No. 101-336 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 USC §§ 12101–12213).

F. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.

DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance

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office (DHS FOA) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

G. Best Practices for Collection and Use of Personally Identifiable Information ("PII").
All Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

H. Civil Rights Act of 1964, Title IV.

All Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC § 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. DHS implementing regulations for the Act are found at 6 CFR § 21 and 44 CFR § 7.

I. Civil Rights Act of 1968, Title VIII.

All Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, 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 USC § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR § 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and

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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 CFR § 100 Subpart D.).

J. Copyright.

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

K. Debarment and Suspension.

All Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 which are at 2 CFR § 180, as adopted by DHS at 2 CFR § 3000. These regulations restrict federal financial assistance 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.

L. Direct Costs.

Direct costs for planning, organization, equipment, training, exercises, personnel, travel, construction and renovation, maintenance, critical emergency supplies, and secure identification are allowable under this Grant Agreement only as described in the federal and state NOFO.

M. Disposition of Equipment Acquired Under the Federal Award.

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

N. Drug-Free Workplace Regulations.

Subrecipients must comply with drug-free workplace requirements in Subpart B (Subpart C, if the Subrecipient is an individual) of 2. C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

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O. Duplication of Benefits.

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude a Subrecipient from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions. Any shift in costs must be requested and approved prior to taking action.

P. 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, Pub. L. 92-318 (20 USC § 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. DHS implementing regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Q. Energy Policy and Conservation Act.

All Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as 42 USC § 6201 *et seq.*) which contain policies relating to energy efficiency that are defined in the state energy conservation plan in compliance with this Act.

R. False Claims Act and Program Fraud Civil Remedies.

All Subrecipients must comply with the requirements of the False Claims Act, 31 USC § 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. See 31 USC §§ 3801-3812 which details the administrative remedies for false claims and statements made.

S. Federal Debt Status.

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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.)

T. 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 Executive Order 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.

U. Fly America Act of 1974.

All Subrecipients must comply with Preference for US Flag Air Carriers: (air carriers holding certificates under 49 USC § 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 USC § 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.

V. Hotel and Motel Fire Safety Act of 1990.

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC § 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 USC § 2225.

W. 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 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>

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X. Lobbying Prohibitions.

Subrecipients must comply with 31 USC § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Y. National Environmental Policy Act.

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) Pub. L. 91-190 (1970) codified as amended at 42 U.S.C. § 4321 *et seq.* and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Z. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.

All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR § 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual US DHS programs.

AA. Non-supplanting Requirement.

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

BB. Notice of Funding Opportunity (NOFO) Requirements.

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity ("NOFO") for this program are incorporated here by reference in the award terms and conditions. Subrecipients must comply with any such applicable requirements set forth in the program NOFO.

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CC. 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 USC § 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 federal financial assistance awards located at 37 CFR § 401 and the standard patent rights clause located at 37 CFR § 401.14.

DD. Prior Approval for Modification of Approved Budget.

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under

2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

EE. Procurement of Recovered Materials.

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 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

FF.Rehabilitation Act of 1973.

All Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 USC § 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.

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GG. Reporting of Matters Related to Recipient Integrity and Performance.

If the total value of the Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Subrecipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system. This is a statutory requirement under Pub. L. No. 110-417, § 872, as amended 41 USC § 2313. As required by Pub. L. No. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance review required for federal procurement contracts, will be publicly available.

HH. Reporting Subawards and Executive Compensation.

Subrecipients, if applicable, are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions. Subrecipients shall report the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if:

- i. In the Subrecipient's preceding fiscal year, the Subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986.
- ii. Subrecipients must report Subrecipient executive total compensation described in this paragraph of this award:
 - a. To the Recipient (the State) and
 - b. By the end of the month following the month during which the recipient (the State) makes the subaward.

II. SAFECOM.

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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.

JJ. Terrorist Financing.

All Subrecipients must comply with Executive Order 13224 and US law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

KK. Trafficking Victims Protection Act.

All Subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15. If the Subrecipient is a private entity, as defined under 2 CFR § 175.25, the following provision is applicable:

Provisions applicable to a recipient that is a private entity: the Subrecipient and the Subrecipient's employees, may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

DHS may unilaterally terminate this award, without penalty, if a Subrecipient that is a private entity is determined to have violated a prohibition in this paragraph, or the private entity has an employee who it was determined violated this paragraph through conduct that is either associated with performance under this award or imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR § 180.

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

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A. A Subrecipient is ineligible to a

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subaward from the State unless the Subrecipient has provide its unique entity identifier to the State.

MM. USA Patriot Act of 2001.

All Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 USC §§ 175–175c.

NN. Use of DHS Seal, Logo, and Flags.

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

OO. Whistleblower Protection Act.

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

PP. Homeland Security Grant Program Performance Goal.

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

EXHIBIT B - Annual Financial Report for Non-governmental Entities.

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 the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.

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SHSP GRANT AWARDS

Tuesday, October 19, 2021 1:26 PM

EMA Director Shari Harrington:

SWAT Deputy Commander Todd Walsh stated that the Multi-jurisdictional SWAT team are in need of an armored personnel carrier vehicle. The current armored vehicle is not to the standards needed to protect SWAT members. We were awarded the grant and received the award letter last week for the amount of \$334,110.00 dollars. We also received a second SHSP grant in the amount of \$43,326.60 to enhance access control and video security measures at the 1201 Elmore Street Building.

MONTGOMERY COUNTY SHERIFF SWAT VEHICLE - \$334,110

Tuesday, October 19, 2021 1:26 PM



STATE HOMELAND SECURITY GRANT PROGRAM GRANT AWARD LETTER

Date of Award: October 1, 2021

Subrecipient name: Montgomery County Sheriff's Office

Contact: Todd Walsh

DUNS:

Project Title: Priority Project Montgomery Co. Sheriff's Office (MCSO) SWAT vehicle

Final Award Amount: \$334,110.00

Grant Type: FFY 2021 State Homeland Security Program, CFDA # 97.067

Award Number: EMW-2021-SS-00032

Period of Performance: September 1, 2021 – August 31, 2023

The Indiana Department of Homeland Security (IDHS) is pleased to inform you that your application for Federal Fiscal Year 2021 (FFY21) State Homeland Security Program (SHSP) grant funds has been approved in the amount shown above.

Please carefully review this award letter, as it contains important information regarding your grant award, including certain steps that each subrecipient must complete to properly process your sub-grant agreement and administer your funds. If you have any questions regarding the steps listed below, please submit a support ticket to the IDHS Grants Management staff via:

<https://www.in.gov/dhs/grants-management/grants-management/#supportTicket-label>.

STEP 1: SUBMIT YOUR APPLICATION THROUGH INTELLIGRANTS

Your application and budget must reflect the awarded amount. Your budget must also be updated to match the current [Authorized Equipment List](#) (AEL) coding for any equipment you intend to purchase with your grant funds.

Your application in IntelliGrants must be submitted no later than October 22, 2021.

Note: Federal funds shall not be used to purchase any of the following: food, beverages or equipment sustainment (i.e., routine maintenance, oil changes, etc.).

STEP 2: SUBMIT ENVIRONMENTAL PLANNING AND HISTORICAL PRESERVATION DOCUMENTATION

The Environmental Planning and Historical Preservation (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. Any project that may impact the environment or a historic property must be reviewed by U.S. DHS/FEMA to ensure compliance with its EHP Policy Guidance (https://www.fema.gov/sites/default/files/2020-04/GPD_EHP_Policy_Final_3-17-17.pdf) and the EHP Policy ([FEMA Policy # 108.24.4](#)). If you requested funding for a project that involves construction of communication towers, modification or renovation of existing buildings, structures and facilities or new construction, including replacement of facilities or any other project that may impact the environment, you must comply with these policies by submitting the required EHP documentation to grants@dhs.in.gov no later than **December 17, 2021**.

- Your project does not require an EHP. When an EHP is required, you may not begin your project until FEMA approves your EHP. If any changes occur to the project after the EHP is approved, a new EHP must be approved before work continues. (This includes, for example, moving a camera to the right 1 inch.)

STEP 3: SUBMIT UAS EQUIPMENT DOCUMENTATION

Grant funds may be used for the purchase of unmanned aircraft system (UAS) equipment; however, due to the nature of the equipment and the potential impact on the community there are additional and specific requirements to comply with to acquire this equipment.

Requirements for Small Unmanned Aircraft System:

All requests to purchase a Small Unmanned Aircraft System (sUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015.

The anticipated approval time from the date of submission to FEMA, ensuring all documents are provided and complete, is one year.

Documentation Requirements:

- Standard operating procedures
- Agency policies and procedures to safeguard individuals' privacy, civil rights and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment.

Subrecipient must comply with these policies by submitting the required UAS Equipment documentation via email to grants@dhs.in.gov no later than **December 17, 2021**.

- Your project does not require UAS equipment approval. **When UAS equipment is required, you may not begin your project until FEMA approves your UAS equipment request.** If

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any changes occur to the project after the UAS equipment request is approved, a new UAS equipment request must be approved before work continues. UAS equipment requests approvals can take up to a year. **DO NOT purchase any UAS equipment until FEMA approves your UAS equipment request.**

STEP 4: SIGN THE SUB-GRANT AGREEMENT

This grant award is being made subject to general and special terms and conditions, which will be set out in the sub-grant agreement and are also included as **Exhibit A** (State of Indiana Terms and Conditions) and **Exhibit B** (Federal Terms and Conditions). **Your grant agreement MUST be signed through the State of Indiana's Supplier Contract Management system (SCM) within five (5) business days of receipt of the notification email that your agreement is ready for eSignature in DocuSign.**

The following link provides instructions for the DocuSign Process for signing an agreement:

DocuSign Process for Signing a State Contract: <https://www.in.gov/idoa/2977.htm>

STEP 5: REGISTER WITH SAM

All subrecipients should be registered with the System for Awards Management (SAM), if they are not already, prior to submitting any requests for reimbursement. Registration can be completed through the following link: <https://www.sam.gov/SAM>.

STEP 6: COMPLETE THE 2021 NATIONWIDE CYBERSECURITY REVIEW (NCSR)

For additional information including FAQs, registration and the general user guide, please click the following: <http://www.in.gov/dhs/4087.htm> The 2021 NCSR will be open through December 31, 2021. Once completed the subrecipient should export the NCSR information into a PDF and send to the State administrative agency (SAA), the Indiana Department of Homeland Security, at grants@dhs.in.gov.

Completion of the NCSR is required by FEMA. Failure to complete the NCSR by December 31, 2021, will result in denial of any remaining award funds.

ADDITIONAL AWARD INFORMATION:

Grant funds must be obligated and the project completed (ordered, accepted delivery, installed equipment and full completion of performance of any service agreements or contracts) during the performance period of the sub-grant award, which is September 1, 2021, through August 31, 2023. Obligations incurred during the performance period must be paid within 30 days following the end of the performance period. If this sub-grant award is not closed out by the subrecipient within 30 days following the end of the performance period of the sub-grant award, all unexpended grant funds paid to the subrecipient must be returned to the Indiana Department of Homeland Security by **September**

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30, 2023. However, if you determine you will be unable to expend all funds by the end of the grant period, it is imperative the funds are returned to IDHS as soon as possible.

EQUIPMENT

According to a FEMA information bulletin (IB) concerning Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, effective Thursday, August 13, 2020, FEMA award funds may not be used to purchase certain telecommunications and video surveillance products produced or provided by an entity that may be owned, controlled by or otherwise connected to the People's Republic of China.

This impacts any telecommunication or video surveillance equipment purchase for all SHSP grants. If planning to purchase anything in these categories on or after August 13, 2020, please make sure prior to purchase that the components can be certified to not be from any of the entities listed in the IB attached or any other entities owned, controlled or connected to the People's Republic of China.

PAYMENT OF GRANT FUNDS

Subrecipients will not receive a disbursement of funds for any project expenditures until the grant agreement is fully executed in SCM. **The subrecipient shall submit quarterly program and fiscal reports. The fiscal report and supporting documentation are necessary for reimbursement of actual expenses incurred. Program and fiscal reports must be current for the quarter before invoices can be paid.** Grant funds will be disbursed to subrecipients (according to the approved project budget) once IDHS receives the invoice/receipt indicating the project deliverable has been completed and the proof of payment for that invoice/receipt is received via IntelliGrants. Proof of payment must take the form of either a cancelled check or an auditor or treasurer report. All funds will be paid in arrears after the submission of required documentation. **The timeliness of program and fiscal report submissions reflects both on you and on IDHS. Untimely reports distort the accuracy of the overall grant financial position reported each quarter and could indicate poor monitoring of the funds.**

PROCUREMENT AND RECORDS

The subrecipient shall comply with all State, local and federal procurement standards, including those set out in 2 CFR 200, Subpart D, 2 CFR 200.318 through 200.326. Subrecipients are required to maintain and retain the following:

1. Backup documentation, such as bids and quotes.
2. Cost/price analyses on file for review by federal personnel, if applicable.
3. Other documents required by federal regulations applicable at the time a grant is awarded.

Subrecipients who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

PROGRAM REPORTS

Program Reports must be started, completed and submitted by the subrecipient, and approved by IDHS before a fiscal report can be started. Program Reports are a way of tracking progress in

accomplishing milestones, goals, objectives and outcomes and assist IDHS in determining whether a program is meeting the goals and objectives set forth in the grant application. IDHS uses the data collected on a quarterly basis to determine the success of the programs funded for that grant cycle. IDHS will also submit data to State agencies at the end of each grant award cycle or the termination of a subrecipient's project, whichever occurs first. This data will be used for program activity reports to FEMA and any other entities deemed appropriate. IDHS asks you keep accurate time and activity reports for all grant funded or partially funded positions. Inaccurate time and activities reports for grant funded positions is a common audit finding and many do not realize this is a necessity.

Reporting Period	Report Due Date
September 1 – November 30	December 15
December 1 – February 28	March 15
March 1 – May 30	June 15
June 1 – August 31	September 15

FISCAL REPORTS

Fiscal reports inform IDHS the rate at which funds are being spent. Deviations from the approved budget may indicate the need for a budget revision, an extension of the project period or identify potential problems. A fiscal report must be submitted in IntelliGrants every quarter for which the grant is active, even if no funds were spent and/or drawn down.

Reporting Period	Report Due Date
September 1 – November 30	December 30
December 1 – February 28	March 30
March 1 – May 30	June 30
June 1 – August 31	September 30

GRANT ADJUSTMENT NOTICES

All grant adjustment notices (GANs) must be submitted in IntelliGrants at least 30 days prior to the project's end date to ensure IDHS consideration of the request. GANs will not be considered or approved if they are received by IDHS after the grant end date. GANs may be requested for approval to move funds from one authorized category to another, but a new spending category may not be added that would change the original purpose of the grant.

EQUIPMENT

The State of Indiana identifies equipment or property as "tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$500 or more per unit acquired in whole or in part with grant funds." All subrecipients will use the tracking tool in IntelliGrants to track equipment

purchased with federal preparedness funding, the person to whom equipment was assigned, and reconciled items. Subrecipients must enter the required data in the IntelliGrants equipment inventory module. Failure to do so will increase the subrecipient's risk assessment score and may result in disqualification for future grant funding. The HSGP grant guidance requires any equipment purchased with federal grant funding to be marked prominently with the following phrase "Purchased with funds provided by the U.S. Department of Homeland Security."

Pursuant to the terms and conditions outlined in this award letter the Indiana Department of Homeland Security hereby obligates \$334,110.00 in FFY 2021 State Homeland Security Program grant funds to Montgomery County Sheriff's Office in accordance with the pass-through requirements set out in the FFY 2021 Homeland Security Grant Program Notice of Funding Opportunity. The subrecipient may begin expending these funds in accordance with the terms and conditions contained herein, the subrecipient's approved grant application, and the subrecipient's updated budget as of the date this letter is signed below.



Stephen Cox, Executive Director

Indiana Department of Homeland Security

EXHIBIT A

NOTICE OF STATE AND FEDERAL TERMS AND CONDITIONS

FEDERAL FISCAL YEAR 2021 HOMELAND SECURITY GRANT PROGRAM, STATE HOMELAND SECURITY PROGRAM

This document sets out the State and Federal terms and conditions that govern your grant award. All terms and conditions set forth here will be included in a formal grant agreement to be signed by your entity and the awarding agency and such formal grant agreement shall be legally binding on the parties. No signatures are required on this document.

1. Purpose of this Grant Agreement; Special Conditions; Funding Source. The State has been designated by the U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") as the Recipient to receive, administer, and disburse Homeland Security Grant Program, State Homeland Security Program ("HSGP SHSP") funds as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 USC § 603), and as appropriated by the Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260) to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States. In particular, the HSGP SHSP program supports preparedness activities that address high priority preparedness gaps across all core capabilities that support terrorism preparedness.

The purpose of this Grant Agreement is to enable the State, pursuant to its authority under IC § 10-19-3-3, to make a subaward to the Subrecipient of the FEMA Grant Programs Directorate, HSGP SHSP funds for the allowable costs of this project (the "Project") associated with the Subrecipient's grant application (the "Grant Application"), both of which are on file with the State in the Subrecipient's account within the Indiana IntelliGrants grant management system and identified by grant title and year. The Project and Grant Application are considered fully incorporated into this Grant Agreement by reference.

The funds received by the Subrecipient shall be used exclusively in accordance with the provisions contained in this Grant Agreement and shall be used only to implement the Project and Grant Proposal or provide the services in conformance with this Grant Agreement and for no other purpose.

SPECIAL CONDITIONS:

1. Certification of telecommunications and video surveillance products, prior to purchase, that components can be certified to not be from any of the entities listed or any other entities owned, controlled, or connected to the People's Republic of China.

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2. Completion of the Nationwide Cybersecurity Review (NCSPR) is required by FEMA by December 31, 2021.
3. Additional Federal Conditions:
 - a. **Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
 - b. **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
 - c. **Homeland Security Grant Program Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

FUNDING SOURCE: Federal

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Federal Funds Program Name: Federal Fiscal Year 2021 Homeland Security Grant Program, State
Homeland Security Program
CFDA #97.067

Federal-State Award Identification Number: EMW-2021-SS-00032

Date Funds were Awarded to the State: September 1, 2021

Federal Notice of Funding Opportunity Number: DHS-21-GDP-067-00-02

2. Amount of Subaward. This subaward is for an amount not to exceed \$334,110.00. There is no match requirement for this subaward.

For State purposes, total remuneration under this Grant Agreement shall not exceed the subaward amount listed in this paragraph.

3. Term. This Grant Agreement shall begin on September 1, 2021 ("Effective Date") and shall remain in effect through August 31, 2023 (the "Obligation Deadline" also known as the "end of the performance period").

A. This Grant Agreement is not renewable.

B. The Obligation Deadline may be extended only by receiving written approval by the State and, when necessary, FEMA and by written agreement of the Parties in conformance with IC § 5-22-17-4, and as permitted by the federal law governing the use of these grant funds. Any request for an extension must be submitted by the Subrecipient to the State no later than one hundred and sixty (160) days prior to the Obligation Deadline in order to comply with FEMA requirements.

4. Representations and Warranties of the Subrecipient.

A. The Subrecipient expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Subrecipient expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that the Subrecipient was ineligible to receive the funds, or it made any material misrepresentation on its Grant Application.

B. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant 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.

C. The Subrecipient certifies by entering into this Grant Agreement that it currently has and shall

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maintain an active registration within the Federal System for Awards Management (SAM) that includes the Subrecipient's current information at all times throughout the duration of this Grant Agreement, including amendments of this Grant Agreement, unless the Subrecipient is exempted under 2 CFR § 25.110.

- D. The Subrecipient certifies that funds awarded under this Grant Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

5. Implementation of and Reporting on the Project.

- 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 the plans and specifications contained in its Grant Application. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.
- B. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Proposal, which includes budget items, then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a grant adjustment notice (GAN) to the State through the Indiana IntelliGrants grants management system. The Subrecipient shall not proceed to make any purchases that are outside the scope of Subrecipient's Project without first receiving approval from the State of the grant adjustment request. Approval shall be determined by the State's sole discretion.** Any purchases made by the Subrecipient that are not authorized by the FEMA allowability guidelines, the Subrecipient's Project, Grant Application, or the State, will not be reimbursed under this Grant Agreement. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will be required to reimburse the State for the amount of funds that were not approved.
- C. The Subrecipient shall submit to the State written programmatic reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State. When applicable, the State shall then submit those reports to FEMA.
- D. The Subrecipient shall comply with the document titled "Indiana Department of Homeland Security, Comprehensive Training & Exercise Guidance, Volume II, February 2017" available at <https://www.in.gov/dhs/files/2017-IDHS-Comprehensive-Training-Exercise-Grant-Guidance.pdf>. (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.)

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6. Requirements Applicable to Property/Equipment Purchased Using Grant 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 Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:

A. Maintain records that include the following:

- 1) A description of the property;
- 2) Manufacturer's model number;
- 3) Manufacturer's serial number or other identification number;
- 4) Vendor or other source of the property;
- 5) Identification of the title holder of the property;
- 6) Acquisition date;
- 7) State Contract number of the Agreement which provided the funding;
- 8) Cost of the property;
- 9) Physical location of the property;
- 10) If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
- 11) Use of the property;
- 12) Condition of the property; and
- 13) 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. 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 maintain this inventory information.

C. 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.

D. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.

- E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with any applicable state and local laws, rules and regulations.
- F. The Subrecipient agrees to the following:
- 1) The equipment and any required support personnel shall be made available to the State of Indiana if requested for training purposes or as part of a state incident response.
 - 2) 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.
 - 3) Personal use of the equipment is not permitted.
 - 4) The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Homeland Security".
- G. If a Subrecipient fails to comply with any part of this provision; the Subrecipient may be required to repay to the State some or all of the funds provided to the Subrecipient under the Grant Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Subrecipient's ability to obtain future grants from the State.
- H. These requirements are on-going and survive the expiration or termination of the Grant Agreement and will remain in effect until the property is disposed of in accordance with the Grant Agreement.

7. Payment of Claims and Finance Report.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a completed Finance Report setting out the intended purposes of those funds. The Finance Report can be found in the Indiana grants management system. After such funds have been expended, the Subrecipient shall provide the State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon submission of a completed financial report to the State through the Indiana Intelligrants grants management system and must be submitted with accompanying supporting documentation as designated by the State. Such financial report(s) must be submitted with the budget expenditure report detailing

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disbursements of state, local and/or private funds by project budget line items. A financial report submitted without supportive documentation will be returned to the Subrecipient and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

- C. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. A finance report shall be submitted to the State within fifteen (15) days following the end of the quarter in which work on or for the Project was performed. The State has the discretion and reserves the right to NOT pay any claims submitted later than twenty (20) calendar days following the end of the quarter in which the services were provided.
- E. All **final** financial reports must be submitted to the State within thirty (30) calendar days after the Obligation Date. Payment for claims submitted after that time may, at the discretion of the State, be denied.
- F. **If Grant funds have been advanced to the Subrecipient and those funds are unexpended at the time that the final financial report is submitted after the Obligation Deadline then all such unexpended award monies must be returned to the State.**
- G. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this Grant Agreement.
- H. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.
- I. Notwithstanding any other provision of this Grant Agreement, the State may elect to not pay the Subrecipient the final ten percent (10%) of the agreement amount until the State has verified that the Project has been completed in accordance with this Grant Agreement.
- J. The actual reimbursement of grant funds to the Subrecipient shall not be made until all documentary materials required by this Grant Agreement have been received and approved by

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the State, all clearance checks with the State are valid and in good standing, and this Grant Agreement has been fully approved by all State signatories.

8. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Subrecipient shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in the Subrecipient's Grant Application and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the budget presented in Subrecipient's Grant Application and that unpaid costs have been properly accrued;
- C. that Subrecipient is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

The Subrecipient will take all necessary actions to correct or cure any problematic findings identified by the State during its monitoring and evaluation.

9. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Subrecipient shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after closeout for inspection by the State, FEMA, Federal Department of Homeland Security, or any of those entities authorized designee. Copies shall be furnished to the State at no cost. The Subrecipient shall comply with the audit requirements of 2 C.F.R. 200.333 and the access requirements of 2 C.F.R. 200.336.
- B. Since the Subrecipient is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements). 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 Grant Agreement. **The Subrecipient must notify the State if the Subrecipient expends \$750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year** in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

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- C. If the Subrecipient is a non-governmental unit, the Subrecipient shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit B** (Guidelines for Non-governmental Entities).

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 Grant Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Grant 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 the Grant, the Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant 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 Grant 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 Grant 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. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Grant 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, 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 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 apply 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- 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 Grant 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, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

11. Debarment and Suspension.

- A. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency or political subdivision of the State.
- B. The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall

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immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

12. Drug-Free Workplace Certification. 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 Grant 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 Grant 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.

13. Employment Eligibility Verification. 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 Grant 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.

This clause is not applicable if the Subrecipient is a state agency, political subdivision, including local school corporations and charter schools, a state educational institution, or a self-employed person that does not employ any employees.

14. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it 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.

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

16. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant 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.

17. Insurance. The Subrecipient shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

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18. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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.

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

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

A. Notices to the State shall be sent to:

Grants Management Director
attn.: HSGP-SHSP Coordinator
Indiana Department of Homeland Security
302 West Washington Street, Room E208
Indianapolis, Indiana 46204
E-mail: grants@dhs.in.gov
Subject line should identify the grant program title, grant program year, and the Subrecipient's legal name

B. Notices to the Subrecipient shall be sent to:

Todd Walsh
600 Memorial Dr
Crawfordsville, IN 47933

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

20. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including **Exhibit A** and those identified in paragraph 28, below, (2) this Grant Agreement, (3) requirements imposed by the Federal Notice of Funding Opportunity ("NOFO") associated with this grant program, (4) requirements imposed by the Federal FEMA Preparedness Grants Manual (dated February 2021), (5) requirements imposed by the State of Indiana NOFO associated with this grant program,

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(6) Exhibits prepared by the State, (7) Award Letter provided to the Subrecipient, and (8) Subrecipient's Project and Grant Application on file with the State. All of the foregoing are incorporated fully herein by reference.

21. Public Record. The Subrecipient acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

22. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Subrecipient's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

23. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State or FEMA whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Subrecipient of a written Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original grant.

24. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

25. Remedies Not Impaired. No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

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

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

28. Federal and State Third-Party Contract Provisions. This Grant involves the payment of federal funds. Federal funding carries specific restrictions. The Subrecipient and, if applicable, its

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contractors shall comply with the Federal requirements associated with the subaward, including the requirements incorporated into this Grant Agreement by reference, the requirements listed in this paragraph, and the requirements included in the federal assurances and Department of Homeland Security ("DHS") terms and conditions listed at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions> and in **Exhibit A**, which is attached to and fully incorporated into this Grant Agreement.

A. Procurement Integrity. When applicable, the Subrecipient shall follow 2 CFR 200.317 General procurement standards through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State law. Such requirements include:

- 1) The Subrecipient shall document all procurement practices and maintain records of procurement actions taken (for instance, maintain copies of all bids, proposals, quotes, cost/price analysis, basis for selection decisions, purchase orders, and contracts) throughout the Term and as related to the Project.
- 2) The Subrecipient's procurement procedures must avoid acquisition of unnecessary or duplicative items.
- 3) All procurement transactions using funding from this award must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 and the Federal NOFO for further requirements and guidance.
- 4) The Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR 200.321.
- 5) Affirmative steps include: Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned or located in a HUBZone on solicitation lists and ensuring such groups are solicited whenever they are potential procurement sources; Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by such groups; and/or establishing delivery schedules, where the requirement permits, which encouraged participation by such groups as appropriate.
- 6) The Subrecipient shall ensure that any sub-contract agreement entered into contains required state and federal provisions as noted throughout this Grant Agreement.

B. Environmental or Historic Preservation Project. If the Subrecipient's Grant Proposal includes plans that involve or effect any Environmental or Historic Preservation, then the Subrecipient shall complete an Environmental and Historic Screening Preservation Memo ("EHP Form") and submit it to the State. If the Subrecipient needs to apply for an EHP, approval will need to come from FEMA and the Project may not start until FEMA approves the Subrecipient's EHP Form and the Subrecipient receives the FEMA approval letter from the State. The Subrecipient shall complete and submit an EHP Form via email to grants@dhs.in.gov no later than thirty (30) days after Subrecipient signs this Grant Agreement. Approved EHP Forms and accompanying Project may not be modified unless the Subrecipient receives written approval by the State and FEMA.

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C. FEMA Preparedness Grants Manual, FEMA Grant Programs Directorate (the “Manual”), dated February 2021. As required by FEMA, the Subrecipient shall comply with the requirements listed in the Manual and as they pertain to the HSGP SHSP grant program. The manual can be found upon request to the State or at the following:
https://www.fema.gov/sites/default/files/documents/FEMA_2021-Preparedness-Grants-Manual_02-19-2021.pdf.

- 1) **The Manual addresses actions that may be taken by FEMA, should the State or FEMA discover potential or actual noncompliance on behalf of the Subrecipient.**
During the lifecycle of an award or even after an award has been closed, FEMA or the State may review the Subrecipient’s performance under this Grant Agreement to ensure conformance with the grant requirements. The closeout of an award does not affect FEMA’s right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period, see 2 CFR 200.333, 200.344(a). The types of funds FEMA may attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.
- 2) **The Subrecipient shall comply with the documentation and record retention policies, procurement, closeout, period of performance, and EHP requirements as mandated by FEMA and the State.**

29. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

30. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows:

- A. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
- B. Paragraph 5, Implementation of and Reporting on the Project, has been modified.
- C. Paragraph 6, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, is added.
- D. Paragraph 7, Payment of Claims, has been modified.
- E. Paragraph 8, Project Monitoring by the State, has been modified.
- F. Paragraph 9, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
- G. Paragraph 11, Debarment and Suspension, has been modified.
- H. Paragraph 13, Employment Eligibility Verification, has been modified.

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- I. Paragraph 20, Order of Precedence, has been modified.
- J. Paragraph 23, Termination for Convenience, has been modified.
- K. Paragraph 25, Remedies Not Impaired, has been added.
- L. Paragraph 26, Severability, has been added.
- M. Paragraph 27, Survival, has been added.
- N. Paragraph 28, Federal and State Third-Party Contract Provisions, has been modified.

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EXHIBIT B - FEDERAL REQUIREMENTS

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

- 1. Subrecipient Acknowledgments, Assurances, Disclosures, and Practices.** All Subrecipients and any contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions related to receiving awards from the United States Department of Homeland Security (US DHS). In particular,
 - A. The Subrecipient must cooperate with any compliance reviews or compliance investigations conducted by US DHS.
 - B. The Subrecipient must give US 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 US DHS regulations and other applicable laws or program guidance.
 - C. The Subrecipient must submit timely, complete, and accurate reports to the appropriate US DHS officials and maintain appropriate backup documentation to support the reports. The State may do this on your behalf.
 - D. The Subrecipient must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - E. The Subrecipient must disclose, in a timely manner and as required by 2 CFR Part 200.113, 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 the remedies described in § 200.338 (Remedies for Noncompliance), including suspension or debarment. (See also 2 CFR § 180 and 31 USC § 3321).
 - F. The Subrecipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the State and FEMA.
 - G. The Subrecipient shall not use the federal award to sue the federal government or any other government entity.
 - H. The Subrecipient shall not use the funds as matching funds for any other State or federal award or as a match for a cooperative agreement.
 - I. 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 as required by 2 CFR § 200.318(c)(1). No employee, officer, or agent may participate

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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.

- J. The Subrecipient shall comply with the federal Procurement Standards established under 2 CFR § 200, Subpart D, 2 CFR §§ 200.317 through 200.326 and adopted by DHS as 2 CFR Part 3002.
- K. As required by 2 CFR § 200.326, in addition to all other provisions required by US DHS and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."
- L. Subrecipients must comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local permits and clearances may jeopardize Federal funding. If ground disturbing activities occur during construction, Subrecipients must immediately notify the State and continue to monitor the ground disturbance. If any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

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

- 2. **U.S. DHS Standard Administrative Terms and Conditions.** FEMA requires compliance with the US DHS Standard Administrative Term and Conditions which is published and maintained on the Homeland Security website: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>. Unless otherwise stated, the Subrecipient shall comply with the most current DHS Standard Terms and Conditions published at the time the Subrecipient received its award. Though not exhaustive, the Subrecipient shall comply with the following US DHS conditions:

A. Acknowledgment of Federal Funding from US DHS.

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

B. Acceptance of Post Award Changes.

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate the Subrecipient's acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ask-gmd@fema.dhs.gov if you have any questions.

C. 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.

D. Age Discrimination Act of 1975.

All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (42 USC § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

E. 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, Pub. L. No. 101-336 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 USC §§ 12101–12213).

F. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.

DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance

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office (DHS FOA) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

G. Best Practices for Collection and Use of Personally Identifiable Information (“PII”).

All Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

H. Civil Rights Act of 1964, Title IV.

All Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC § 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. DHS implementing regulations for the Act are found at 6 CFR § 21 and 44 CFR § 7.

I. Civil Rights Act of 1968, Title VIII.

All Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, 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 USC § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR § 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and

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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 CFR § 100 Subpart D.).

J. Copyright.

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

K. Debarment and Suspension.

All Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 which are at 2 CFR § 180, as adopted by DHS at 2 CFR § 3000. These regulations restrict federal financial assistance 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.

L. Direct Costs.

Direct costs for planning, organization, equipment, training, exercises, personnel, travel, construction and renovation, maintenance, critical emergency supplies, and secure identification are allowable under this Grant Agreement only as described in the federal and state NOFO.

M. Disposition of Equipment Acquired Under the Federal Award.

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

N. Drug-Free Workplace Regulations.

Subrecipients must comply with drug-free workplace requirements in Subpart B (Subpart C, if the Subrecipient is an individual) of 2. C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

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O. Duplication of Benefits.

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude a Subrecipient from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions. Any shift in costs must be requested and approved prior to taking action.

P. 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, Pub. L. 92-318 (20 USC § 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. DHS implementing regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Q. Energy Policy and Conservation Act.

All Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as 42 USC § 6201 *et seq.*) which contain policies relating to energy efficiency that are defined in the state energy conservation plan in compliance with this Act.

R. False Claims Act and Program Fraud Civil Remedies.

All Subrecipients must comply with the requirements of the False Claims Act, 31 USC § 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. See 31 USC §§ 3801-3812 which details the administrative remedies for false claims and statements made.

S. Federal Debt Status.

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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.)

T. 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 Executive Order 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.

U. Fly America Act of 1974.

All Subrecipients must comply with Preference for US Flag Air Carriers: (air carriers holding certificates under 49 USC § 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 USC § 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.

V. Hotel and Motel Fire Safety Act of 1990.

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC § 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 USC § 2225.

W. 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 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>

X. Lobbying Prohibitions.

Subrecipients must comply with 31 USC § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Y. National Environmental Policy Act.

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) Pub. L. 91-190 (1970) codified as amended at 42 U.S.C. § 4321 *et seq.* and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Z. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.

All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR § 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual US DHS programs.

AA. Non-supplanting Requirement.

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

BB. Notice of Funding Opportunity (NOFO) Requirements.

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity ("NOFO") for this program are incorporated here by reference in the award terms and conditions. Subrecipients must comply with any such applicable requirements set forth in the program NOFO.

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CC. 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 USC § 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 federal financial assistance awards located at 37 CFR § 401 and the standard patent rights clause located at 37 CFR § 401.14.

DD. Prior Approval for Modification of Approved Budget.

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under

2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

EE. Procurement of Recovered Materials.

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 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

FF.Rehabilitation Act of 1973.

All Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 USC § 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.

GG. Reporting of Matters Related to Recipient Integrity and Performance.

If the total value of the Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Subrecipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system. This is a statutory requirement under Pub. L. No. 110-417, § 872, as amended 41 USC § 2313. As required by Pub. L. No. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance review required for federal procurement contracts, will be publicly available.

HH. Reporting Subawards and Executive Compensation.

Subrecipients, if applicable, are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions. Subrecipients shall report the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if:

- i. In the Subrecipient's preceding fiscal year, the Subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986.
- ii. Subrecipients must report Subrecipient executive total compensation described in this paragraph of this award:
 - a. To the Recipient (the State) and
 - b. By the end of the month following the month during which the recipient (the State) makes the subaward.

II. SAFECOM.

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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.

JJ. Terrorist Financing.

All Subrecipients must comply with Executive Order 13224 and US law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

KK. Trafficking Victims Protection Act.

All Subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15. If the Subrecipient is a private entity, as defined under 2 CFR § 175.25, the following provision is applicable:

Provisions applicable to a recipient that is a private entity: the Subrecipient and the Subrecipient's employees, may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

DHS may unilaterally terminate this award, without penalty, if a Subrecipient that is a private entity is determined to have violated a prohibition in this paragraph, or the private entity has an employee who it was determined violated this paragraph through conduct that is either associated with performance under this award or imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR § 180.

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

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A. A Subrecipient is ineligible to a

subaward from the State unless the Subrecipient has provide its unique entity identifier to the State.

MM. USA Patriot Act of 2001.

All Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 USC §§ 175–175c.

NN. Use of DHS Seal, Logo, and Flags.

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

OO. Whistleblower Protection Act.

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

PP. Homeland Security Grant Program Performance Goal.

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

EXHIBIT B - Annual Financial Report for Non-governmental Entities.

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 the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.

ACCESS CONTROL & VIDEO SECURITY MEASURES GRANT

Tuesday, October 19, 2021 1:29 PM



STATE HOMELAND SECURITY GRANT PROGRAM GRANT AWARD LETTER

Date of Award: October 1, 2021

Subrecipient name: Montgomery County Emergency Management Agency

Contact: Brian K. Campbell

DUNS:

Project Title: Priority Project Access control and video security measures

Final Award Amount: \$43,326.60

Grant Type: FFY 2021 State Homeland Security Program, CFDA # 97.067

Award Number: EMW-2021-SS-00032

Period of Performance: September 1, 2021 – August 31, 2023

The Indiana Department of Homeland Security (IDHS) is pleased to inform you that your application for Federal Fiscal Year 2021 (FFY21) State Homeland Security Program (SHSP) grant funds has been approved in the amount shown above.

Please carefully review this award letter, as it contains important information regarding your grant award, including certain steps that each subrecipient must complete to properly process your sub-grant agreement and administer your funds. If you have any questions regarding the steps listed below, please submit a support ticket to the IDHS Grants Management staff via:

<https://www.in.gov/dhs/grants-management/grants-management/#supportTicket-label>.

STEP 1: SUBMIT YOUR APPLICATION THROUGH INTELLIGRANTS

Your application and budget must reflect the awarded amount. Your budget must also be updated to match the current [Authorized Equipment List](#) (AEL) coding for any equipment you intend to purchase with your grant funds.

Your application in IntelliGrants must be submitted no later than October 22, 2021.

Note: Federal funds shall not be used to purchase any of the following: food, beverages or equipment sustainment (i.e., routine maintenance, oil changes, etc.).

STEP 2: SUBMIT ENVIRONMENTAL PLANNING AND HISTORICAL PRESERVATION DOCUMENTATION

The Environmental Planning and Historical Preservation (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. Any project that may impact the environment or a historic property must be reviewed by U.S. DHS/FEMA to ensure compliance with its EHP Policy Guidance (https://www.fema.gov/sites/default/files/2020-04/GPD_EHP_Policy_Final_3-17-17.pdf) and the EHP Policy ([FEMA Policy # 108.24.4](#)). If you requested funding for a project that involves construction of communication towers, modification or renovation of existing buildings, structures and facilities or new construction, including replacement of facilities or any other project that may impact the environment, you must comply with these policies by submitting the required EHP documentation to grants@dhs.in.gov no later than **December 17, 2021**.

- Your project does require an EHP. When an EHP is required, you may not begin your project until FEMA approves your EHP. If any changes occur to the project after the EHP is approved, a new EHP must be approved before work continues. (This includes, for example, moving a camera to the right 1 inch.)

STEP 3: SUBMIT UAS EQUIPMENT DOCUMENTATION

Grant funds may be used for the purchase of unmanned aircraft system (UAS) equipment; however, due to the nature of the equipment and the potential impact on the community there are additional and specific requirements to comply with to acquire this equipment.

Requirements for Small Unmanned Aircraft System:

All requests to purchase a Small Unmanned Aircraft System (sUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015.

The anticipated approval time from the date of submission to FEMA, ensuring all documents are provided and complete, is one year.

Documentation Requirements:

- Standard operating procedures
- Agency policies and procedures to safeguard individuals' privacy, civil rights and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment.

Subrecipient must comply with these policies by submitting the required UAS Equipment documentation via email to grants@dhs.in.gov no later than **December 17, 2021**.

- Your project does not require UAS equipment approval. **When UAS equipment is required, you may not begin your project until FEMA approves your UAS equipment request.** If

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any changes occur to the project after the UAS equipment request is approved, a new UAS equipment request must be approved before work continues. UAS equipment requests approvals can take up to a year. **DO NOT purchase any UAS equipment until FEMA approves your UAS equipment request.**

STEP 4: SIGN THE SUB-GRANT AGREEMENT

This grant award is being made subject to general and special terms and conditions, which will be set out in the sub-grant agreement and are also included as **Exhibit A** (State of Indiana Terms and Conditions) and **Exhibit B** (Federal Terms and Conditions). **Your grant agreement MUST be signed through the State of Indiana's Supplier Contract Management system (SCM) within five (5) business days of receipt of the notification email that your agreement is ready for eSignature in DocuSign.**

The following link provides instructions for the DocuSign Process for signing an agreement:

DocuSign Process for Signing a State Contract: <https://www.in.gov/idoa/2977.htm>

STEP 5: REGISTER WITH SAM

All subrecipients should be registered with the System for Awards Management (SAM), if they are not already, prior to submitting any requests for reimbursement. Registration can be completed through the following link: <https://www.sam.gov/SAM>.

STEP 6: COMPLETE THE 2021 NATIONWIDE CYBERSECURITY REVIEW (NCSR)

For additional information including FAQs, registration and the general user guide, please click the following: <http://www.in.gov/dhs/4087.htm> The 2021 NCSR will be open through December 31, 2021. Once completed the subrecipient should export the NCSR information into a PDF and send to the State administrative agency (SAA), the Indiana Department of Homeland Security, at grants@dhs.in.gov.

Completion of the NCSR is required by FEMA. Failure to complete the NCSR by December 31, 2021, will result in denial of any remaining award funds.

ADDITIONAL AWARD INFORMATION:

Grant funds must be obligated and the project completed (ordered, accepted delivery, installed equipment and full completion of performance of any service agreements or contracts) during the performance period of the sub-grant award, which is September 1, 2021, through August 31, 2023. Obligations incurred during the performance period must be paid within 30 days following the end of the performance period. If this sub-grant award is not closed out by the subrecipient within 30 days following the end of the performance period of the sub-grant award, all unexpended grant funds paid to the subrecipient must be returned to the Indiana Department of Homeland Security by **September**

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30, 2023. However, if you determine you will be unable to expend all funds by the end of the grant period, it is imperative the funds are returned to IDHS as soon as possible.

EQUIPMENT

According to a FEMA information bulletin (IB) concerning Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, effective Thursday, August 13, 2020, FEMA award funds may not be used to purchase certain telecommunications and video surveillance products produced or provided by an entity that may be owned, controlled by or otherwise connected to the People's Republic of China.

This impacts any telecommunication or video surveillance equipment purchase for all SHSP grants. If planning to purchase anything in these categories on or after August 13, 2020, please make sure prior to purchase that the components can be certified to not be from any of the entities listed in the IB attached or any other entities owned, controlled or connected to the People's Republic of China.

PAYMENT OF GRANT FUNDS

Subrecipients will not receive a disbursement of funds for any project expenditures until the grant agreement is fully executed in SCM. **The subrecipient shall submit quarterly program and fiscal reports. The fiscal report and supporting documentation are necessary for reimbursement of actual expenses incurred. Program and fiscal reports must be current for the quarter before invoices can be paid.** Grant funds will be disbursed to subrecipients (according to the approved project budget) once IDHS receives the invoice/receipt indicating the project deliverable has been completed and the proof of payment for that invoice/receipt is received via IntelliGrants. Proof of payment must take the form of either a cancelled check or an auditor or treasurer report. All funds will be paid in arrears after the submission of required documentation. **The timeliness of program and fiscal report submissions reflects both on you and on IDHS. Untimely reports distort the accuracy of the overall grant financial position reported each quarter and could indicate poor monitoring of the funds.**

PROCUREMENT AND RECORDS

The subrecipient shall comply with all State, local and federal procurement standards, including those set out in 2 CFR 200, Subpart D, 2 CFR 200.318 through 200.326. Subrecipients are required to maintain and retain the following:

1. Backup documentation, such as bids and quotes.
2. Cost/price analyses on file for review by federal personnel, if applicable.
3. Other documents required by federal regulations applicable at the time a grant is awarded.

Subrecipients who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

PROGRAM REPORTS

Program Reports must be started, completed and submitted by the subrecipient, and approved by IDHS before a fiscal report can be started. Program Reports are a way of tracking progress in

accomplishing milestones, goals, objectives and outcomes and assist IDHS in determining whether a program is meeting the goals and objectives set forth in the grant application. IDHS uses the data collected on a quarterly basis to determine the success of the programs funded for that grant cycle. IDHS will also submit data to State agencies at the end of each grant award cycle or the termination of a subrecipient's project, whichever occurs first. This data will be used for program activity reports to FEMA and any other entities deemed appropriate. IDHS asks you keep accurate time and activity reports for all grant funded or partially funded positions. Inaccurate time and activities reports for grant funded positions is a common audit finding and many do not realize this is a necessity.

Reporting Period	Report Due Date
September 1 – November 30	December 15
December 1 – February 28	March 15
March 1 – May 30	June 15
June 1 – August 31	September 15

FISCAL REPORTS

Fiscal reports inform IDHS the rate at which funds are being spent. Deviations from the approved budget may indicate the need for a budget revision, an extension of the project period or identify potential problems. A fiscal report must be submitted in IntelliGrants every quarter for which the grant is active, even if no funds were spent and/or drawn down.

Reporting Period	Report Due Date
September 1 – November 30	December 30
December 1 – February 28	March 30
March 1 – May 30	June 30
June 1 – August 31	September 30

GRANT ADJUSTMENT NOTICES

All grant adjustment notices (GANs) must be submitted in IntelliGrants at least 30 days prior to the project's end date to ensure IDHS consideration of the request. GANs will not be considered or approved if they are received by IDHS after the grant end date. GANs may be requested for approval to move funds from one authorized category to another, but a new spending category may not be added that would change the original purpose of the grant.

EQUIPMENT

The State of Indiana identifies equipment or property as "tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$500 or more per unit acquired in whole or in part with grant funds." All subrecipients will use the tracking tool in IntelliGrants to track equipment

purchased with federal preparedness funding, the person to whom equipment was assigned, and reconciled items. Subrecipients must enter the required data in the IntelliGrants equipment inventory module. Failure to do so will increase the subrecipient's risk assessment score and may result in disqualification for future grant funding. The HSGP grant guidance requires any equipment purchased with federal grant funding to be marked prominently with the following phrase "Purchased with funds provided by the U.S. Department of Homeland Security."

Pursuant to the terms and conditions outlined in this award letter the Indiana Department of Homeland Security hereby obligates \$43,326.60 in FFY 2021 State Homeland Security Program grant funds to Montgomery County Emergency Management Agency in accordance with the pass-through requirements set out in the FFY 2021 Homeland Security Grant Program Notice of Funding Opportunity. The subrecipient may begin expending these funds in accordance with the terms and conditions contained herein, the subrecipient's approved grant application, and the subrecipient's updated budget as of the date this letter is signed below.



Stephen Cox, Executive Director

Indiana Department of Homeland Security

EXHIBIT A

NOTICE OF STATE AND FEDERAL TERMS AND CONDITIONS

FEDERAL FISCAL YEAR 2021 HOMELAND SECURITY GRANT PROGRAM, STATE HOMELAND SECURITY PROGRAM

This document sets out the State and Federal terms and conditions that govern your grant award. All terms and conditions set forth here will be included in a formal grant agreement to be signed by your entity and the awarding agency and such formal grant agreement shall be legally binding on the parties. No signatures are required on this document.

1. Purpose of this Grant Agreement; Special Conditions; Funding Source. The State has been designated by the U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") as the Recipient to receive, administer, and disburse Homeland Security Grant Program, State Homeland Security Program ("HSGP SHSP") funds as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 USC § 603), and as appropriated by the Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260) to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States. In particular, the HSGP SHSP program supports preparedness activities that address high priority preparedness gaps across all core capabilities that support terrorism preparedness.

The purpose of this Grant Agreement is to enable the State, pursuant to its authority under IC § 10-19-3-3, to make a subaward to the Subrecipient of the FEMA Grant Programs Directorate, HSGP SHSP funds for the allowable costs of this project (the "Project") associated with the Subrecipient's grant application (the "Grant Application"), both of which are on file with the State in the Subrecipient's account within the Indiana IntelliGrants grant management system and identified by grant title and year. The Project and Grant Application are considered fully incorporated into this Grant Agreement by reference.

The funds received by the Subrecipient shall be used exclusively in accordance with the provisions contained in this Grant Agreement and shall be used only to implement the Project and Grant Proposal or provide the services in conformance with this Grant Agreement and for no other purpose.

SPECIAL CONDITIONS:

1. Environmental Planning and Historic Preservation (EHP) review. FEMA approval is required prior to any purchases for your project.

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2. Certification of telecommunications and video surveillance products, prior to purchase, that components can be certified to not be from any of the entities listed or any other entities owned, controlled, or connected to the People's Republic of China.
3. Completion of the Nationwide Cybersecurity Review (NCSRP) is required by FEMA by December 31, 2021.
4. Additional Federal Conditions:
 - a. **Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
 - b. **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
 - c. **Homeland Security Grant Program Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

FUNDING SOURCE: Federal

Federal Funds Program Name: Federal Fiscal Year 2021 Homeland Security Grant Program, State
Homeland Security Program

CFDA #97.067

Federal-State Award Identification Number: EMW-2021-SS-00032

Date Funds were Awarded to the State: September 1, 2021

Federal Notice of Funding Opportunity Number: DHS-21-GDP-067-00-02

2. Amount of Subaward. This subaward is for an amount not to exceed \$43,326.60. There is no match requirement for this subaward.

For State purposes, total remuneration under this Grant Agreement shall not exceed the subaward amount listed in this paragraph.

3. Term. This Grant Agreement shall begin on September 1, 2021 ("Effective Date") and shall remain in effect through August 31, 2023 (the "Obligation Deadline" also known as the "end of the performance period").

A. This Grant Agreement is not renewable.

B. The Obligation Deadline may be extended only by receiving written approval by the State and, when necessary, FEMA and by written agreement of the Parties in conformance with IC § 5-22-17-4, and as permitted by the federal law governing the use of these grant funds. Any request for an extension must be submitted by the Subrecipient to the State no later than one hundred and sixty (160) days prior to the Obligation Deadline in order to comply with FEMA requirements.

4. Representations and Warranties of the Subrecipient.

A. The Subrecipient expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Subrecipient expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that the Subrecipient was ineligible to receive the funds, or it made any material misrepresentation on its Grant Application.

B. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or

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supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

- C. The Subrecipient certifies by entering into this Grant Agreement that it currently has and shall maintain an active registration within the Federal System for Awards Management (SAM) that includes the Subrecipient's current information at all times throughout the duration of this Grant Agreement, including amendments of this Grant Agreement, unless the Subrecipient is exempted under 2 CFR § 25.110.
- D. The Subrecipient certifies that funds awarded under this Grant Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

5. Implementation of and Reporting on the Project.

- 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 the plans and specifications contained in its Grant Application. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.
- B. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Proposal, which includes budget items, then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a grant adjustment notice (GAN) to the State through the Indiana IntelliGrants grants management system. The Subrecipient shall not proceed to make any purchases that are outside the scope of Subrecipient's Project without first receiving approval from the State of the grant adjustment request. Approval shall be determined by the State's sole discretion.** Any purchases made by the Subrecipient that are not authorized by the FEMA allowability guidelines, the Subrecipient's Project, Grant Application, or the State, will not be reimbursed under this Grant Agreement. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will be required to reimburse the State for the amount of funds that were not approved.
- C. The Subrecipient shall submit to the State written programmatic reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State. When applicable, the State shall then submit those reports to FEMA.
- D. The Subrecipient shall comply with the document titled "Indiana Department of Homeland Security, Comprehensive Training & Exercise Guidance, Volume II, February 2017" available at <https://www.in.gov/dhs/files/2017-IDHS-Comprehensive-Training-Exercise-Grant-Guidance.pdf>. (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,

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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.)

6. Requirements Applicable to Property/Equipment Purchased Using Grant 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 Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:

A. Maintain records that include the following:

- 1) A description of the property;
- 2) Manufacturer's model number;
- 3) Manufacturer's serial number or other identification number;
- 4) Vendor or other source of the property;
- 5) Identification of the title holder of the property;
- 6) Acquisition date;
- 7) State Contract number of the Agreement which provided the funding;
- 8) Cost of the property;
- 9) Physical location of the property;
- 10) If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
- 11) Use of the property;
- 12) Condition of the property; and
- 13) 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. 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 maintain this inventory information.

C. 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.

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- D. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
- E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with any applicable state and local laws, rules and regulations.
- F. The Subrecipient agrees to the following:
 - 1) The equipment and any required support personnel shall be made available to the State of Indiana if requested for training purposes or as part of a state incident response.
 - 2) 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.
 - 3) Personal use of the equipment is not permitted.
 - 4) The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Homeland Security".
- G. If a Subrecipient fails to comply with any part of this provision; the Subrecipient may be required to repay to the State some or all of the funds provided to the Subrecipient under the Grant Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Subrecipient's ability to obtain future grants from the State.
- H. These requirements are on-going and survive the expiration or termination of the Grant Agreement and will remain in effect until the property is disposed of in accordance with the Grant Agreement.

7. Payment of Claims and Finance Report.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a completed Finance Report setting out the intended purposes of those funds. The Finance Report can be found in the Indiana grants management system. After such funds have been expended, the Subrecipient shall provide the State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

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- B. Requests for payment will be processed only upon submission of a completed financial report to the State through the Indiana Intelligrants grants management system and must be submitted with accompanying supporting documentation as designated by the State. Such financial report(s) must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items. A financial report submitted without supportive documentation will be returned to the Subrecipient and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.
- C. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. A finance report shall be submitted to the State within fifteen (15) days following the end of the quarter in which work on or for the Project was performed. The State has the discretion and reserves the right to NOT pay any claims submitted later than twenty (20) calendar days following the end of the quarter in which the services were provided.
- E. All **final** financial reports must be submitted to the State within thirty (30) calendar days after the Obligation Date. Payment for claims submitted after that time may, at the discretion of the State, be denied.
- F. **If Grant funds have been advanced to the Subrecipient and those funds are unexpended at the time that the final financial report is submitted after the Obligation Deadline then all such unexpended award monies must be returned to the State.**
- G. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this Grant Agreement.
- H. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.
- I. Notwithstanding any other provision of this Grant Agreement, the State may elect to not pay the Subrecipient the final ten percent (10%) of the agreement amount until the State has verified that the Project has been completed in accordance with this Grant Agreement.

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- J. The actual reimbursement of grant funds to the Subrecipient shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State, all clearance checks with the State are valid and in good standing, and this Grant Agreement has been fully approved by all State signatories.

8. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Subrecipient shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in the Subrecipient's Grant Application and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the budget presented in Subrecipient's Grant Application and that unpaid costs have been properly accrued;
- C. that Subrecipient is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

The Subrecipient will take all necessary actions to correct or cure any problematic findings identified by the State during its monitoring and evaluation.

9. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Subrecipient shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after closeout for inspection by the State, FEMA, Federal Department of Homeland Security, or any of those entities authorized designee. Copies shall be furnished to the State at no cost. The Subrecipient shall comply with the audit requirements of 2 C.F.R. 200.333 and the access requirements of 2 C.F.R. 200.336.
- B. Since the Subrecipient is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements). 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 Grant Agreement. **The Subrecipient must notify the State if the Subrecipient expends \$750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year** in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

- C. If the Subrecipient is a non-governmental unit, the Subrecipient shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit B** (Guidelines for Non-governmental Entities).

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 Grant Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Grant 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 the Grant, the Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant 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 Grant 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 Grant 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. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Grant 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, 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 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 apply 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- 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 Grant 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, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

11. Debarment and Suspension.

- A. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency or political subdivision of the State.

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- B. The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

12. Drug-Free Workplace Certification. 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 Grant 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 Grant 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.

13. Employment Eligibility Verification. 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 Grant 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.

This clause is not applicable if the Subrecipient is a state agency, political subdivision, including local school corporations and charter schools, a state educational institution, or a self-employed person that does not employ any employees.

14. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it 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.

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

16. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant 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.

17. Insurance. The Subrecipient shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

18. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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.

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

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

A. Notices to the State shall be sent to:

Grants Management Director
attn.: HSGP-SHSP Coordinator
Indiana Department of Homeland Security
302 West Washington Street, Room E208
Indianapolis, Indiana 46204
E-mail: grants@dhs.in.gov
Subject line should identify the grant program title, grant program year, and the Subrecipient's legal name

B. Notices to the Subrecipient shall be sent to:

Brian K. Campbell
1201 Elmore Street
Crawfordsville, IN 47933

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

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20. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including **Exhibit A** and those identified in paragraph 28, below, (2) this Grant Agreement, (3) requirements imposed by the Federal Notice of Funding Opportunity ("NOFO") associated with this grant program, (4) requirements imposed by the Federal FEMA Preparedness Grants Manual (dated February 2021), (5) requirements imposed by the State of Indiana NOFO associated with this grant program, (6) Exhibits prepared by the State, (7) Award Letter provided to the Subrecipient, and (8) Subrecipient's Project and Grant Application on file with the State. All of the foregoing are incorporated fully herein by reference.

21. Public Record. The Subrecipient acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

22. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Subrecipient's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

23. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State or FEMA whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Subrecipient of a written Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original grant.

24. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

25. Remedies Not Impaired. No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

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

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

28. Federal and State Third-Party Contract Provisions. This Grant involves the payment of federal funds. Federal funding carries specific restrictions. The Subrecipient and, if applicable, its contractors shall comply with the Federal requirements associated with the subaward, including the requirements incorporated into this Grant Agreement by reference, the requirements listed in this paragraph, and the requirements included in the federal assurances and Department of Homeland Security ("DHS") terms and conditions listed at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions> and in **Exhibit A**, which is attached to and fully incorporated into this Grant Agreement.

A. Procurement Integrity. When applicable, the Subrecipient shall follow 2 CFR 200.317 General procurement standards through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State law. Such requirements include:

- 1) The Subrecipient shall document all procurement practices and maintain records of procurement actions taken (for instance, maintain copies of all bids, proposals, quotes, cost/price analysis, basis for selection decisions, purchase orders, and contracts) throughout the Term and as related to the Project.
- 2) The Subrecipient's procurement procedures must avoid acquisition of unnecessary or duplicative items.
- 3) All procurement transactions using funding from this award must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 and the Federal NOFO for further requirements and guidance.
- 4) The Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR 200.321.
- 5) Affirmative steps include: Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned or located in a HUBZone on solicitation lists and ensuring such groups are solicited whenever they are potential procurement sources; Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by such groups; and/or establishing delivery schedules, where the requirement permits, which encouraged participation by such groups as appropriate.
- 6) The Subrecipient shall ensure that any sub-contract agreement entered into contains required state and federal provisions as noted throughout this Grant Agreement.

B. Environmental or Historic Preservation Project. If the Subrecipient's Grant Proposal includes plans that involve or effect any Environmental or Historic Preservation, then the Subrecipient shall complete an Environmental and Historic Screening Preservation Memo ("EHP Form") and submit it to the State. If the Subrecipient needs to apply for an EHP,

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approval will need to come from FEMA and the Project may not start until FEMA approves the Subrecipient's EHP Form and the Subrecipient receives the FEMA approval letter from the State. The Subrecipient shall complete and submit an EHP Form via email to grants@dhs.in.gov no later than thirty (30) days after Subrecipient signs this Grant Agreement. Approved EHP Forms and accompanying Project may not be modified unless the Subrecipient receives written approval by the State and FEMA.

C. FEMA Preparedness Grants Manual, FEMA Grant Programs Directorate (the "Manual"), dated February 2021. As required by FEMA, the Subrecipient shall comply with the requirements listed in the Manual and as they pertain to the HSGP SHSP grant program. The manual can be found upon request to the State or at the following:
https://www.fema.gov/sites/default/files/documents/FEMA_2021-Preparedness-Grants-Manual_02-19-2021.pdf.

- 1) **The Manual addresses actions that may be taken by FEMA, should the State or FEMA discover potential or actual noncompliance on behalf of the Subrecipient.** During the lifecycle of an award or even after an award has been closed, FEMA or the State may review the Subrecipient's performance under this Grant Agreement to ensure conformance with the grant requirements. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period, see 2 CFR 200.333, 200.344(a). The types of funds FEMA may attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.
- 2) **The Subrecipient shall comply with the documentation and record retention policies, procurement, closeout, period of performance, and EHP requirements as mandated by FEMA and the State.**

29. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

30. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows:

- A. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
- B. Paragraph 5, Implementation of and Reporting on the Project, has been modified.

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- C. Paragraph 6, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, is added.
- D. Paragraph 7, Payment of Claims, has been modified.
- E. Paragraph 8, Project Monitoring by the State, has been modified.
- F. Paragraph 9, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
- G. Paragraph 11, Debarment and Suspension, has been modified.
- H. Paragraph 13, Employment Eligibility Verification, has been modified.
- I. Paragraph 20, Order of Precedence, has been modified.
- J. Paragraph 23, Termination for Convenience, has been modified.
- K. Paragraph 25, Remedies Not Impaired, has been added.
- L. Paragraph 26, Severability, has been added.
- M. Paragraph 27, Survival, has been added.
- N. Paragraph 28, Federal and State Third-Party Contract Provisions, has been modified.

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EXHIBIT B - FEDERAL REQUIREMENTS

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

- 1. Subrecipient Acknowledgments, Assurances, Disclosures, and Practices.** All Subrecipients and any contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions related to receiving awards from the United States Department of Homeland Security (US DHS). In particular,
 - A. The Subrecipient must cooperate with any compliance reviews or compliance investigations conducted by US DHS.
 - B. The Subrecipient must give US 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 US DHS regulations and other applicable laws or program guidance.
 - C. The Subrecipient must submit timely, complete, and accurate reports to the appropriate US DHS officials and maintain appropriate backup documentation to support the reports. The State may do this on your behalf.
 - D. The Subrecipient must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - E. The Subrecipient must disclose, in a timely manner and as required by 2 CFR Part 200.113, 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 the remedies described in § 200.338 (Remedies for Noncompliance), including suspension or debarment. (See also 2 CFR § 180 and 31 USC § 3321).
 - F. The Subrecipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the State and FEMA.
 - G. The Subrecipient shall not use the federal award to sue the federal government or any other government entity.
 - H. The Subrecipient shall not use the funds as matching funds for any other State or federal award or as a match for a cooperative agreement.
 - I. 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 as required by 2 CFR § 200.318(c)(1). No employee, officer, or agent may participate

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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.

- J. The Subrecipient shall comply with the federal Procurement Standards established under 2 CFR § 200, Subpart D, 2 CFR §§ 200.317 through 200.326 and adopted by DHS as 2 CFR Part 3002.
- K. As required by 2 CFR § 200.326, in addition to all other provisions required by US DHS and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."
- L. Subrecipients must comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local permits and clearances may jeopardize Federal funding. If ground disturbing activities occur during construction, Subrecipients must immediately notify the State and continue to monitor the ground disturbance. If any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

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

- 2. **U.S. DHS Standard Administrative Terms and Conditions.** FEMA requires compliance with the US DHS Standard Administrative Term and Conditions which is published and maintained on the Homeland Security website: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>. Unless otherwise stated, the Subrecipient shall comply with the most current DHS Standard Terms and Conditions published at the time the Subrecipient received its award. Though not exhaustive, the Subrecipient shall comply with the following US DHS conditions:

A. Acknowledgment of Federal Funding from US DHS.

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

B. Acceptance of Post Award Changes.

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate the Subrecipient's acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ask-gmd@fema.dhs.gov if you have any questions.

C. 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.

D. Age Discrimination Act of 1975.

All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (42 USC § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

E. 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, Pub. L. No. 101-336 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 USC §§ 12101–12213).

F. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.

DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance

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office (DHS FOA) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

G. Best Practices for Collection and Use of Personally Identifiable Information (“PII”).

All Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

H. Civil Rights Act of 1964, Title IV.

All Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC § 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. DHS implementing regulations for the Act are found at 6 CFR § 21 and 44 CFR § 7.

I. Civil Rights Act of 1968, Title VIII.

All Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, 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 USC § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR § 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and

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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 CFR § 100 Subpart D.).

J. Copyright.

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

K. Debarment and Suspension.

All Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 which are at 2 CFR § 180, as adopted by DHS at 2 CFR § 3000. These regulations restrict federal financial assistance 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.

L. Direct Costs.

Direct costs for planning, organization, equipment, training, exercises, personnel, travel, construction and renovation, maintenance, critical emergency supplies, and secure identification are allowable under this Grant Agreement only as described in the federal and state NOFO.

M. Disposition of Equipment Acquired Under the Federal Award.

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

N. Drug-Free Workplace Regulations.

Subrecipients must comply with drug-free workplace requirements in Subpart B (Subpart C, if the Subrecipient is an individual) of 2. C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

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O. Duplication of Benefits.

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude a Subrecipient from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions. Any shift in costs must be requested and approved prior to taking action.

P. 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, Pub. L. 92-318 (20 USC § 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. DHS implementing regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Q. Energy Policy and Conservation Act.

All Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as 42 USC § 6201 *et seq.*) which contain policies relating to energy efficiency that are defined in the state energy conservation plan in compliance with this Act.

R. False Claims Act and Program Fraud Civil Remedies.

All Subrecipients must comply with the requirements of the False Claims Act, 31 USC § 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. See 31 USC §§ 3801-3812 which details the administrative remedies for false claims and statements made.

S. Federal Debt Status.

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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.)

T. 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 Executive Order 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.

U. Fly America Act of 1974.

All Subrecipients must comply with Preference for US Flag Air Carriers: (air carriers holding certificates under 49 USC § 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 USC § 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.

V. Hotel and Motel Fire Safety Act of 1990.

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC § 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 USC § 2225.

W. 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 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>

X. Lobbying Prohibitions.

Subrecipients must comply with 31 USC § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Y. National Environmental Policy Act.

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) Pub. L. 91-190 (1970) codified as amended at 42 U.S.C. § 4321 *et seq.* and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Z. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.

All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR § 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual US DHS programs.

AA. Non-supplanting Requirement.

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

BB. Notice of Funding Opportunity (NOFO) Requirements.

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity ("NOFO") for this program are incorporated here by reference in the award terms and conditions. Subrecipients must comply with any such applicable requirements set forth in the program NOFO.

CC. 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 USC § 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 federal financial assistance awards located at 37 CFR § 401 and the standard patent rights clause located at 37 CFR § 401.14.

DD. Prior Approval for Modification of Approved Budget.

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under

2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

EE. Procurement of Recovered Materials.

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 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

FF.Rehabilitation Act of 1973.

All Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 USC § 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.

GG. Reporting of Matters Related to Recipient Integrity and Performance.

If the total value of the Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Subrecipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system. This is a statutory requirement under Pub. L. No. 110-417, § 872, as amended 41 USC § 2313. As required by Pub. L. No. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance review required for federal procurement contracts, will be publicly available.

HH. Reporting Subawards and Executive Compensation.

Subrecipients, if applicable, are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions. Subrecipients shall report the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if:

- i. In the Subrecipient's preceding fiscal year, the Subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986.
- ii. Subrecipients must report Subrecipient executive total compensation described in this paragraph of this award:
 - a. To the Recipient (the State) and
 - b. By the end of the month following the month during which the recipient (the State) makes the subaward.

II. SAFECOM.

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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.

JJ. Terrorist Financing.

All Subrecipients must comply with Executive Order 13224 and US law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

KK. Trafficking Victims Protection Act.

All Subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15. If the Subrecipient is a private entity, as defined under 2 CFR § 175.25, the following provision is applicable:

Provisions applicable to a recipient that is a private entity: the Subrecipient and the Subrecipient's employees, may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

DHS may unilaterally terminate this award, without penalty, if a Subrecipient that is a private entity is determined to have violated a prohibition in this paragraph, or the private entity has an employee who it was determined violated this paragraph through conduct that is either associated with performance under this award or imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR § 180.

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

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A. A Subrecipient is ineligible to a

subaward from the State unless the Subrecipient has provide its unique entity identifier to the State.

MM. USA Patriot Act of 2001.

All Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 USC §§ 175–175c.

NN. Use of DHS Seal, Logo, and Flags.

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

OO. Whistleblower Protection Act.

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

PP. Homeland Security Grant Program Performance Goal.

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

EXHIBIT B - Annual Financial Report for Non-governmental Entities.

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 the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.

INTRO ORD 2021-34: Est FY2021 SHSP Grant Fund

Tuesday, October 19, 2021 1:41 PM

Not available - will be presented at meeting.

RESOLUTION 2021-20: Opt in Global Opioid Settlement

Tuesday, October 19, 2021 11:31 AM

Not available. Will be presented at the meeting.