

**FFY 2018 PRE-DISASTER MITIGATION PROGRAM
SUBRECIPIENT GRANT AGREEMENT
BETWEEN
THE INDIANA DEPARTMENT OF HOMELAND SECURITY
AND
TIPPECANOE COUNTY
Contract #000000000000000000051750**

This Grant Agreement (the "Grant Agreement"), entered into by and between the Indiana Department of Homeland Security (the "State") and Tippecanoe County (the "Subrecipient"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the "Stafford Act"), 42 USC 5121 *et seq.*, the Federal Emergency Management Agency ("FEMA") has been authorized by Congress to make grants to States to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disaster strikes.

The State has been designated by FEMA as the Recipient to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Indiana and to provide technical assistance with the Pre-Disaster Mitigation ("PDM") Grant Program. The PDM grant program is authorized by Section 203 of the Stafford Act (42 USC 5133).

The State has entered into a FEMA-State Agreement awarded to the State on August 23, 2019 under grant agreement EMC-2019-PC-0003. The State is required by the FEMA-State Agreement to monitor and evaluate the implementation of mitigation projects and control the disbursement of PDM grant funds from FEMA.

- 1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a sub-grant award to the Subrecipient from FEMA Federal Fiscal Year 2018 PDM grant program funds for eligible costs of updating the Subrecipient's county mitigation plan or project (the "Project") more fully described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The State and FEMA have approved the Project along with any exceptions that have been made prior to signing this Grant Agreement.

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

FUNDING SOURCE:

Federal Funds Program Name per Catalog of Federal Domestic Assistance (CFDA):Pre-Disaster
Mitigation Grant Program
CFDA # 97.047
Federal NOFO # DHS-18-MT-047-000-99

- 2. Term.** This Grant Agreement commences on October 1, 2018 and shall remain in effect through June 18, 2022 (referred to as the "Termination Date" or "Obligation Deadline"). Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this grant. Any request for an extension must be submitted to the State at least ninety (90) days prior to the Termination Date. Requests for an extension will be evaluated by the State and FEMA and will not be approved automatically.

3. Amount of Subaward.

- A. The State shall pass-through federal funds and make a sub-award to the Subrecipient in the amount not to exceed **\$19,457.00**.

The Total Project costs and match requirements are as follows:

PDM Sub-award Amount	\$19,457.00
Local Cost Share Provided by Subrecipient	\$6,486.00
Total approved Project cost	\$25,943.00

- B. The Subrecipient must provide the necessary local cost share (25%) as required by 2 CFR 200.306.
- C. The Subrecipient shall not spend more than the amount for each line item in the Project budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- D. The disbursement 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 and this Grant Agreement has been fully approved by the State.

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 it 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 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.
- B. When applicable, the Subrecipient shall follow 2 CFR 200.318 General Procurement Standards

through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State law.

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 must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 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.
- C. The Subrecipient shall complete the Project. "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.
- D. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Proposal, 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. The Subrecipient shall not proceed to make any purchases that are outside the scope of their Project or Grant Proposal without first receiving approval of the GAN 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 Proposal, or the State, will not be reimbursed under this grant. 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.
- E. The Subrecipient shall submit to the State written quarterly reports until the completion of the Project. These reports shall contain such detail of progress or performance on the Project as is requested by the State. Quarterly reports are due: April 15, July 15, October 15, and January 15 of each year. If this date falls on a weekend then the quarterly report is due on the following Monday.
- 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. Requests for Expenditures/Payment of Claims.

- 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 proper claim setting out the intended purposes of those funds. 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 presentation to the State of a Request for Expenditure ("RFE" or otherwise known as a "Reimbursement Request") with supporting documentation. Such RFEs must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
 - C. The State may require evidence furnished by the Subrecipient that substantial progress has been made toward completion of the Project prior to making the first payment under this grant. 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. An RFE shall be submitted to the State 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 thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within thirty (30) calendar days after the expiration or termination of this Grant Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. RFEs may be submitted on a monthly basis. **If Grant funds have been advanced and are unexpended at the time that the final RFE is submitted after the Obligation Deadline then all such unexpended grant funds must be returned to the State.**
 - E. Each RFE must be submitted with accompanying supportive documentation as designated by the State. An RFE 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. 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.
 - F. 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.
- 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 **Exhibit A**, 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 the Subrecipient's grant application and that unpaid costs have been properly accrued;
 - C. that the 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.

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 final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. 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.*
- 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/erfa_2016.pdf. Guidelines for filing the annual report are included in **Exhibit C** (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 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 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.

- 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. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.
- 17. Insurance.** The Subrecipient shall maintain insurance with coverages and in such amounts 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:

Indiana Department of Homeland Security, Mitigation Program
302 West Washington Street, Room E208
Indianapolis, Indiana 46204
E-mail: mitigation@dhs.in.gov

Subject Line should read: "County Plan Update for [enter Subrecipient county name]"

B. Notices to the Subrecipient shall be sent to:

Sharon Hutchison
Grant Facilitator
20 North 3rd Street
Lafayette, IN 47901
Phone: 765-423-9215
Email: shutchison@tippecanoe.in.gov

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 those identified in paragraph 26, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, and (4) the Subrecipient's Grant Application on file through FEMA's e-Grants system. All of the foregoing are incorporated fully herein by reference.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Federal and State Third-Party Contract Provisions. This Grant involves the payment of federal funds. The Subrecipient and, if applicable, its contractors shall comply with the federal provisions within this paragraph and attached as **Exhibit B** and incorporated fully herein. The Subrecipient shall comply with the applicable provisions of the following federal documents:

- A. The US Department of Homeland Security FFY 2018 PDM Notice of Funding Opportunity (“FFY 2018 PDM NOFO”) Guidance (DHS-18-MT-047-000-99) which is available from the State upon request. This FFY 2018 PDM NOFO is hereby incorporated into this Grant Agreement by reference and when the duly authorized representative for the Subrecipient signs this Grant Agreement, the signatory is making the certification that all allocations and use of funds will be in accordance with the requirements contained in the FFY 2018 PDM NOFO.
- B. The FEMA Hazard Mitigation Assistance Unified Guidance dated June 1, 2010, available at the following federal website:
https://www2.illinois.gov/iema/Mitigation/Documents/Plan_UnifiedGuidance.pdf.
- C. The document titled “Disaster 1997-Hazard Mitigation Assistance Program-Additional Federal and State Requirements” available here: https://www.in.gov/dhs/files/Disaster_1997-Hazard_Mitigation_Grant_Program_Additional_Federal_and_State_Requirements.pdf
- D. The DHS FY 2018 Department of Homeland Security Standard Terms and Conditions.

27. 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.

28. 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 9, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
- F. Paragraph 11, Debarment and Suspension, has been modified.
- G. Paragraph 22, Termination for Convenience, has been modified.
- H. Paragraph 23, Remedies Not Impaired, has been added.
- I. Paragraph 24, Severability, has been added.
- J. Paragraph 25, Survival, has been added.
- K. Paragraph 26, Federal and State Third-Party Contract Provisions, has been modified.

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Non-Collusion and Acceptance

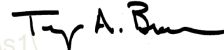
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subrecipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant Agreement, the Subrecipient attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing the State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

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

Tippecanoe County

By: 
 CC2F182850C64A0...

Indiana Department of Homeland Security

By: \s2\

Title: Board of Commissioners

Title: \t2\

Date: 4/28/2021 | 13:56 EDT

Date: \d2\

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

EXHIBIT A – Project Scope

Scope of Work Template Multi Hazard Mitigation Plans

A Multi-Hazard Mitigation Plan will be developed for each county using the most recent mapping data, modeling data and local community records. The priority start date of each county plan will be developed with IDHS. The plans will be developed as follows:

Milestone 1: Organize planning team and hold kick off meeting (1-2 month)

- a. Identify team members
- b. Address mandates for plan
- c. Review local demographic, climatologic, topographic overview information for county and local communities to create community profile
- d. Update critical facilities, structures, etc. Include bridges, government owned buildings, schools, medical facilities, major business and industry, etc.
- e. Gather data for critical facilities-replacement costs, location, numbers of people within, impact if not present, etc.

Milestone 2: Planning meeting 2 (Month 2)

- a. Review draft of demographic, climatologic, topographic and general opening statements for plan
- b. Update historic hazard information and documentation
- c. Prioritize hazards

Milestone 3: Prepare Risk information for dissemination (Month 4)

- a. Update HAZUS-MH databases
- b. As needed, Run HAZUS-MH models and GIS Overview

Milestone 4: Planning team Meeting 3 (Month 5)

- a. Host public meeting to discuss hazards and challenges facing community
- b. Solicit public input into development of goals for plan and community priorities

Milestone 5: Review of Draft and edits. (Month 7)

- a. Prepare final draft of plan for submission to IDHS for review
- b. Prepare MHMP Crosswalk
- c. Submit Plan for State review

Milestone 6: Review at Region (Month 8)

- a. Submit plan to FEMA for review
- b. Edit and requested changes or make additions as required by FEMA
- c. Resubmit for review and interim approval

Milestone 7: Meets Requirement now Adoption (Month 10)

- a. Create a county resolution for adoption of plan for county
- b. Create city and town resolutions for adoption by incorporated cities and towns.

Milestone 8: Closeout (Month 12)

- a. Grant Close Out

** Time frames are subject change due to delays in planning process. Local PM will notify IDHS Mitigation Project Managers with any delays and to request any extensions.

EXHIBIT B - Federal Requirements

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

1. Federal Regulations: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

A. Federal Procurement and Contracting Requirements. [2 CFR § 200, Subpart D, 2 CFR § 200.317 through 200.326]

In addition to complying with all applicable documented Subrecipient procurement requirements which reflect applicable Indiana and local laws and regulations, the Subrecipient shall comply with the federal Procurement Standards established under 2 CFR §200, Subpart D, 2 CFR §§ 200.317 through 200.326.

As required by 2 CFR § 200.326, in addition to all other provisions required by US Department of Homeland Security 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."

Subrecipients shall 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 § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

B. Conflicts of Interest. [2 CFR § 200.318 and FFY 2017 PDM NOFO]

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

In addition, as required under the Federal Emergency Management Agency standard terms and conditions, conflicts of interest may arise during the process of US DHS/FEMA making a Federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or US DHS/FEMA employee.

The Subrecipient must disclose to FEMA in writing any real or potential conflict of interest, as defined by the Federal, State, local, or tribal statutes or regulations or their own existing

policies that arise during the administration of the Federal award. The Subrecipient must disclose any real or potential conflicts to the Federal Approving Official within 15 days of learning of the conflict of interest. Similarly, Subrecipients must disclose any real or potential conflict of interest to the State as required by the State's conflict of interest policies or any applicable State, local, or tribal statutes or regulations. This requirement starts when the application period opens, continues during the entire period of performance, and ends when the last audit is completed.

C. Mandatory Disclosures. [2 CFR § 200.113]

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

2. Federal Award Requirements.

A. Prohibition on Using Federal Funds.

The Subrecipient understands and agrees that it cannot 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. Nor can the Subrecipient use Federal funds to sue the Federal Government or any other government entity. The Subrecipient shall not utilize the funds as matching funds for any other Federal award.

B. Construction Project Requirements.

- 1) Acceptance of Federal funding requires FEMA, the State, and any Subrecipients to 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 environmental permits and clearances may jeopardize Federal funding.
- 2) Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 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.
- 3) Any change to the approved scope of work will require re-evaluation by FEMA for State and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
- 4) If ground disturbing activities occur during construction, the State and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

C. Equipment.

For all property having an acquisition cost of over \$5,000, acquired in whole or in part with funds provided under the Grant Agreement, the Subrecipient must also comply with the applicable federal requirements pertaining to equipment in 2 CFR 200.313, including but not limited to the following:

- 1) As stated under 2 CFR 200.313(a), title to equipment having an acquisition cost of equal to or over \$5,000 acquired using these funds, will vest upon acquisition in the

Subrecipient, subject to the following conditions:

- 2) The Subrecipient must use the equipment for the authorized purposes of the Project during the period of performance, or until the property is no longer needed for the purposes of the Project.
- 3) The Subrecipient shall not encumber the property without approval of the U.S. Department of Homeland Security or the State.
- 4) The Subrecipient must use and dispose of the property in accordance with 2 CFR 200.313(c)-(e).
- 5) When any such property is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency, the Subrecipient must request instructions from the State, which will request instructions from the federal awarding agency, for the proper disposition of the property pursuant to 2 CFR 200.313.
- 6) Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.

D. Funds Transfer.

Any cost allocable to a particular Federal award provided for in 2 CFR § 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards. Subrecipient's must receive approval from FEMA and the State should the Subrecipient wish to use two funding sources for one program.

E. Insurance.

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

F. Duplication of Programs.

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the State or Subrecipient's legal obligations. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

G. Duplication of Benefits.

Federal funds cannot duplicate or be duplicated by funds received by or available to the State, the Subrecipient or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HSGP programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Subrecipient, HSGP does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property.

Where the property owner has an insurance policy covering any loss to the property which

relates to the proposed HSGP project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HSGP funds.

H. Reporting Executive Compensation.

Unless the Subrecipient had a gross income from all sources of under \$300,000 in the previous tax year, the Subrecipient must report to the State, 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 in the Subrecipient's preceding fiscal year, the Subrecipient received:

- 1) 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
- 2) \$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).

By the end of the month following the month that this Grant Agreement is fully executed, the Subrecipient must report to the State this Subrecipient executive total compensation described above. The Subrecipient can obtain additional information and guidance regarding this requirement from the State.

I. Acceptance of Post-Award Changes.

In the event that FEMA determines that changes are necessary to the federal award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipient will be notified of these changes in writing. Once notification has been made, any subsequent request for payment under this Grant Agreement will indicate the Subrecipient's acceptance of the changes to the award.

J. Refund, Rebate, Credits.

The Subrecipient shall transfer to the State, which will transfer to FEMA, the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this Grant Agreement, along with accrued interest, if any. The Subrecipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with the State and FEMA in any claim or suit in connection with amounts due.

3. United States Department of Homeland Security Standard Administrative Terms and Conditions.

The US FFY 2017 PDM NOFO for this Grant Award requires compliance with the USDHS Standard Administrative Terms and Conditions. Though not exhaustive, the Subrecipient shall comply with the following such conditions:

A. Acknowledgment of Federal Funding from US DHS.

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. 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.

C. Age Discrimination Act of 1975

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

D. Americans with Disabilities Act of 1990

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

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

All Subrecipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

The Subrecipient may also find as a useful resource the US DHS Privacy Impact Assessments: Privacy Office Official Guidance dated June 2010 and the Privacy Impact Assessment template, http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively. If the Subrecipient is unable to access the above web addresses, the Subrecipient should contact the State and for assistance.

F. Title VI of the Civil Rights Act of 1964.

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. Implementing regulations for the Act are found at 6 CFR § 21 and 44 CFR § 7.

G. Title VIII of the Civil Rights Act of 1968.

All Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients 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 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 § 100.201).

H. 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 awards, unless the work includes any information that is otherwise controlled by the U.S. Government (e.g., classified information or other information subject to national security or export control laws or regulations).

In addition as stated in the FEMA Award, FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this Grant Agreement shall include a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

I. Debarment and Suspension.

All Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 and 2 CFR § 180, which 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.

J. 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 NOFO.

K. Energy Policy and Conservation Act

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

L. Equipment.

- 1) **Allowable.** The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available at <http://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, Subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
- 2) **Controlled.** Federal funds may be used for the purchase of Controlled Equipment, however because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Contact the State or FEMA in regards to further details regarding controlled equipment and the Controlled Equipment List for specific requirements. Subrecipients must first make a Controlled Equipment Request and receive approval from FEMA prior to purchase of any controlled equipment.
- 3) **Prohibited.** Grant funds may not be used to purchase Prohibited Equipment. Refer to IB 407a: Use of Grant Funds for Controlled Equipment: Update for Fiscal Year 2018. The State shall provide the URL or a copy of this document upon request from the Subrecipient.

M. False Claims Act and Program Fraud Civil Remedies.

All Subrecipients must comply with the requirements of 31 USC § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.

N. Federal Debt Status.

All Subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and

benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

O. 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.

P. 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.

Q. 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.

R. 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. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Subrecipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. 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>.

S. Lobbying.

- 1) As required by 31 USC § 1352 and implemented at 44 CFR § 18 (for US DHS/FEMA grants) and at 49 CFR § 18 (For US DOT grants), the Subrecipient certifies that:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of such subaward shall also certify and disclose accordingly in accordance with this section.
- 2) This certification is a material representation of fact upon which reliance was placed at the time this transaction was entered into or made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

T. 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.

U. Patent 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.

V. 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. These requirements pertain to the provision of benefits or services as well as to employment.

W. SAFECOM.

All Subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the *SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications.

X. 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.

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

All Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (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. Implementing regulations are codified at 6 CFR § 17 and 44 CFR §19.

Z. 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 then the following is applicable. Subrecipient's employees, may not:

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

AA. USA Patriot Act of 2001.

All Subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 USC §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

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

All Subrecipients must obtain US DHS's approval 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.

CC. DHS Specific Acknowledgments and Assurances.

All Subrecipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing US DHS access to records, accounts, documents, information, facilities, and staff.

- 1) Subrecipients must cooperate with any compliance review or complaint investigation conducted by US DHS.
- 2) Subrecipients 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.
- 3) Subrecipients must submit timely, complete, and accurate reports to the appropriate US DHS officials and maintain appropriate backup documentation to support the reports.
- 4) Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5) In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the Subrecipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and

findings to the US DHS Component and/or awarding office.

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

4. Federal Assurances.

As the duly authorized representative of the Subrecipient, the authorized signer certifies that the Subrecipient:

- A. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant Agreement.
- B. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- C. Will comply with the Hatch Act (5 USC §§ 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or part with federal funds.
- D. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327- 333), regarding labor standards for federally-assisted construction subagreements.
- E. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93- 205).
- F. Will comply with the most recent version of the following Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to US DHS grants are listed below:
 - 1) Administrative Requirements:
 - a) Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule") and US OHS regulations at 44 CFR § 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - b) OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
 - 2) Cost Principles. The cost principles applicable to this grant originate from one of the following sources:
 - a) OMB Circular A-21, Cost Principles for Educational Institutions.
 - b) OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
 - c) OMB Circular A-122, Cost Principles for Non-Profit Organizations.

- 3) Audit Requirements. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- G. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16USC §§ 469a-l et seq.). Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- H. Will comply, if applicable, with all EHP laws and with 44 CFR Part 10 (or FEMA Directive Number: FD 108-1, Environmental and Historic Preservation Planning, Responsibilities and Program Requirements). If applicable to Subrecipient's Project, Subrecipient shall also 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.
- I. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

EXHIBIT C – 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.