

**2015 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM
SUBRECIPIENT AGREEMENT
CFDA # 97.042
Contract #0000000000000000000017230**

This 2015 Emergency Management Performance Grant Program Subrecipient Agreement (the "Agreement"), entered into by and between the **Indiana Department of Homeland Security** (the "State") and the **TRUSTEES OF INDIANA UNIVERSITY** (the "Subrecipient"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement.

The purpose of this Agreement is to enable the State, pursuant to its authority under IC 10-19-3-3, to make a subaward to the Subrecipient from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2015 Emergency Management Performance Grants Program, Federal Award Identification Number EMW-2015-EP-00037 (awarded to the State on June 12, 2015), for the allowable costs of this project (the "Project") as described in **Exhibit A**, which is attached to and fully incorporated into this Agreement.

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

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

2. Amount of Subaward.

This subaward is for an amount not to exceed \$10,000.00. The funds received by the Subrecipient pursuant to this Agreement shall be used only to implement the Project in conformance with this Agreement and for no other purpose.

3. Term.

This Agreement shall begin as of October 01, 2015 ("Effective Date") and shall remain in effect through November 15, 2016 ("Expiration Date").

Notwithstanding this Expiration Date, and as provided in Clause 5.C. of this Agreement, the Subrecipient shall complete the project by the Project Completion Deadline (September 30, 2016) and shall pay out the funds, submit a final report and documentation of expenditures made, and submit to the State all requests for payment within forty-five (45) days of the Project Completion Deadline. In no event shall payments be made for obligations incurred, equipment purchased or work performed before the Effective Date of this Agreement or after September 30, 2016.

This Agreement may only be extended upon the written agreement of the parties and as permitted by the state and federal laws governing this subaward.

4. Payment of Funds.

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

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

sufficient documentation to demonstrate that the expenditures were allowable expenditures. If this Agreement requires the Subrecipient to provide a match, each reimbursement request shall include the documentation for the match amount corresponding to the reimbursement amount requested.

5. Subrecipient's Duties and Responsibilities.

- A. The Subrecipient shall be solely responsible for the proper implementation of the approved Project. The Subrecipient shall implement and complete the Project in accordance with Exhibit A and its Application, which is on file with the State and is incorporated by reference. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement; (2) Exhibit B; (3) Exhibit A; and (4) Application submitted to the State.
- B. The Subrecipient shall only use the funds provided under this Agreement for the itemized expenditures identified in Exhibit A of this Agreement and shall not spend more than the specified amount for each such itemized expenditure. The Subrecipient may request, in writing, approval from the State to modify the expenditures itemized or the amounts specified in Exhibit A. This request shall be submitted in the form and manner specified by the State. At its sole discretion, the State may, in writing, approve this request. The Subrecipient must obtain this written approval from the State PRIOR to making an expenditure that is not in compliance with Exhibit A.
- C. The Subrecipient shall complete the Project ("Project Completion"), which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by September 30, 2016 (the "Project Completion Deadline"). The Subrecipient shall pay out the funds, submit a final report and documentation of expenditures made, and submit all requests for payment within forty-five (45) days of the Project Completion Deadline. The State has the discretion, and reserves the right, to NOT reimburse the Subrecipient for an expenditure that does not comply with all of the requirements established in this paragraph.
- D. The Subrecipient shall ensure that funds awarded under this Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
- E. Until this Project has been completed, the Subrecipient shall submit to the State written quarterly reports detailing the progress toward completion of the Project. These reports shall include the information, be in the format specified and be submitted in accordance with the schedule established by the State.
- F. The Subrecipient expressly represents and warrants to the State that the information set forth in its grant application is true, complete and accurate.
- G. The Subrecipient shall comply with the requirements in the following:
 - i. The U.S. Department of Homeland Security Notice of Funding Opportunity ("NOFO") for the FY 2015 Emergency Management Performance Grant Program which is available from the State upon request or at: <http://www.fema.gov/fiscal-year-2015-emergency-management-performance-grant-program>. This NOFO is hereby incorporated into this Agreement by reference. By signing this Agreement, the Subrecipient agrees to comply that all allocations and use of funds will be in accordance with the requirements contained in the NOFO.
 - ii. The document titled "Indiana Department of Homeland Security, Comprehensive Training & Exercise Guidance, Volume I, September 21, 2012" (September 2012 yearly update version) available from: <http://www.in.gov/dhs/2426.htm>. (These requirements include, but are not limited to, the State's requirement the Homeland Security Exercise and Evaluation Program (HSEEP) Methodology be used for all training and exercise design, planning, conduct, and for the after action/improvement process, and, if it is available, that all training and exercises must be scheduled on the U.S. DHS National Exercise Schedule (NEXS) System to include all required information as listed on the NEXS System.)
 - iii. If applicable, the requirements governing the preparation of local mitigation plans in 44 CFR 201.6.

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

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

- A. Maintain records that include the following:
 - i. A description of the property;
 - ii. Manufacturer's model number;
 - iii. Manufacturer's serial number or other identification number;
 - iv. Vendor or other source of the property;
 - v. Identification of the title holder of the property;
 - vi. Acquisition date;
 - vii. State Award/Agreement number;
 - viii. Federal award identification number or FAIN;
 - ix. Percentage of Federal participation in the cost of the property;
 - x. Cost of the property;
 - xi. Physical location of the property;
 - xii. If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
 - xiii. Use of the property;
 - xiv. Condition of the property; and
 - xv. The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.
- B. As stated under 2 CFR 200.313(a), title to equipment having an acquisition cost of equal to or over \$5,000 acquired using these funds, will vest upon acquisition in the Subrecipient, subject to the following conditions:
 - i. The Subrecipient shall use the equipment for the authorized purposes of the Project during the period of performance, or until the property is no longer needed for the purposes of the Project.
 - ii. The Subrecipient shall not encumber the property without approval of the U.S. Department of Homeland Security or the State.
 - iii. The Subrecipient must use and dispose of the property in accordance with 2 CFR 200.313(c)-(e).
- C. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall enter and maintain this inventory information using the Equipment Inventory module of the Indiana Grants Management System (iGMS). The required annual updates shall be entered into iGMS by the deadline established by the State.
- D. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The subrecipient must submit a description of its control system either in its grant application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.
- E. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.

- F. For all property having an acquisition cost of over \$5,000, acquired in whole or in part with funds provided under the Agreement, the Subrecipient must also comply with the applicable federal requirements pertaining to equipment in 2 CFR 200.313. When any such property is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency, the Subrecipient must request instructions from the State, which will request instructions from the federal awarding agency, for the proper disposition of the property pursuant to 2 CFR 200.313.
- G. The Subrecipient agrees to the following:
 - i. The property and any required support personnel shall be made available to the State of Indiana if requested as part of a state incident response.
 - ii. The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
 - iii. Personal use of the equipment is not permitted.
- H. These requirements are on-going and survive the expiration or termination of the Agreement and will remain in effect until the property is disposed of in accordance with the Agreement and applicable federal regulations.

7. Notice to Parties.

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

- A. State: Requests for payment and notices, reports, invoices and receipts required by Paragraphs 4, 5.B., 5.C., 5.E. and 6 of this Agreement shall be submitted to the State using the on-line Indiana Grants Management System (iGMS). All other notices, statements or other communications to the State shall be sent in writing to:
 - Grants Management Director
 - Indiana Department of Homeland Security
 - 302 West Washington Street, Room E208
 - Indianapolis, Indiana 46204
- B. Subrecipient: Notices to the Subrecipient shall be sent to the individual and address designated under Subrecipient Contact Information in Exhibit A of this Agreement.

8. Project Monitoring By the State.

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

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

- A. Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Federal award must be retained until March 30, 2020.
- B. The State (including an authorized representative of the State Board of Accounts), the U.S. Department of Homeland Security, Federal Inspectors General, or the United States Comptroller General, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. These rights of access are not limited to the required retention period but last as long as the records are retained. Copies thereof shall be furnished at no cost to the State if requested.
- C. Notwithstanding this provision, if the federal regulations governing record retention and access for this grant (2 CFR 200.333 through 200.337) require additional records to be maintained, require the records to be maintained for a longer period of time, or impose other requirements; the Subrecipient shall adhere to these federal requirements.

- D. If required by applicable provisions of 2 CFR 200, the Subrecipient shall arrange for a financial and compliance audit that complies with 2 CFR 200.500 *et seq.*

10. Compliance with Laws.

- A. The Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Agreement require formal modification.
- B. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*; and the regulations promulgated thereunder. **If the Subrecipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in this subaward, the Subrecipient shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the Subrecipient is not familiar with these ethical requirements, the Subrecipient should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Subrecipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Subrecipient agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- D. The Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or suspend under this section shall not be subject to penalty or interest.
- E. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with the State of Indiana.
- F. The Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC 5-22-3-7:
- (1) The Subrecipient and any principals of the Subrecipient certify that:
 - (A) the Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC 24-5-12 [Telephone Solicitations]; or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

- (B) the Subrecipient will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.
- (2) The Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient:
- (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.

11. Drug-Free Workplace Certification.

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

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

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Subrecipient certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

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

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

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

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

13. Funding Cancellation.

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

14. Governing Laws.

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

15. Information Technology Accessibility Standards.

Any information technology related products or services purchased used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Nondiscrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- B. The Subrecipient understands that the State is a recipient of federal funds, and therefore, where applicable, the Subrecipient and any subrecipients, contractors and subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

17. Remedies for noncompliance.

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

18. Waiver of Rights.

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

right.

19. Debarment and Suspension.

- A. The Subrecipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
- B. As required by 2 CFR 3000.332 for U.S. DHS/FEMA grants and 2 CFR 1200.332 for U.S. DOT grants, the Subrecipient shall:
 - i. Comply with Subpart C of the OMB guidance in 2 CFR part 180; and
 - ii. Include a similar term or condition in any covered transaction into which it enters at the next lower tier.

20. Remedies Not Impaired.

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

21. Severability.

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

22. Survival.

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

23. Penalties/Interest/Attorney's Fees.

The State will, in good faith, perform its required obligations under this Agreement and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8-5, and IC 34-13-1.

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

24. Lobbying Certification.

- A. As required by Section 1352, Title 31 of the U.S. Code and implemented at 44 CFR 18 (for U.S. DHS/FEMA grants) and at 49 CFR 18 (For U.S. DOT grants), the Subrecipient certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify

and disclose accordingly.

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

25. Authority to Bind Subrecipient.

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

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

TRUSTEES OF INDIANA UNIVERSITY

Indiana Department of Homeland Security

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Brian E. Bailey, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Gregory F. Zoeller, Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

Exhibit A

Indiana Department of Homeland Security (IDHS) Indiana University (DUNS #006046700)

Budget Id: 12163

Contact

name: Kyla Fish

title: Contract Officer

address: 509 East Third Street
Bloomington, IN 47401

county: MONROE

phone: (812) 855-5375

fax:

email: knfish@iu.edu

Allocated Fund

2015 > Emergency Management Performance Grant > STATE > Quake Cottage - Earthquake Education >

Indiana University

project manager: Janice Lee

proposal: 2015 EMPG Quake Cottage

encompass project id: 38515EMPG000000

Budget Items

Budget Total Amount: \$10,000.00

solution area: Exercises

unit price/rate hours amount

description: Maintenance - \$400.00 - \$400.00

category Materials and Supplies Used and/or Expended

discipline Emergency Management

narrative -- A total of nine (9) Ebach springs bear the direct force of shaking created by the simulator. As such, these springs must be replaced at least once every 200 hours of operation.

-- The IGS currently possesses replacements for other vital simulator components.

Approved equipment

description: Travel - \$600.00 - \$600.00

category Travel

discipline Emergency Management

narrative Travel

-- We estimate that two (2) events will be conducted during the term of the grant. Most of these events require transportation and setup of program components prior to and the day following the day of operation. Costs are estimated at \$300.00 per event.

-- Southwestern Indiana will be a target location for Year 5 of the Quake Cottage program. Events will be scheduled at the discretion of the IGS.

-- Per diem and lodging costs are based on federally accepted rates.

-- Mileage is based on an estimated round trip from Bloomington, Indiana.

-- An Indiana University Motor Pool truck is required to tow the earthquake simulator and will be rented by the IGS for this project.

approved equipment

Exercises TOTAL: \$1,000.00

solution area: Management and Administration

unit price/rate hours amount

description: IU Indirect Costs - \$2,425.00 - \$2,425.00

category Other

discipline Not for Profit/Non-Profit

narrative Indiana University indirect costs at 32% of the Total Direct Costs per DHHS approved federally negotiated rate agreement (attached)

approved equipment #

Management and Administration TOTAL: \$2,425.00

solution area: Planning

unit price/rate hours amount

description: Exhibit Publication - \$3,000.00 - \$3,000.00

category Development of communications and interoperability protocols and solutions

discipline Emergency Management

narrative Exhibit Publications

-- Educational materials, such as brochures, magnets, and posters, will be distributed at each simulator event.

-- Earthquake disaster kits will be distributed to select event participants. Kits will include key disaster relief items, a checklist, and IGS/IDHS/CUSEC promotional materials.

Approved equipment #

description: Fringe - P. Sturgeon - \$1,019.00 - \$1,019.00

category Fringe

discipline Emergency Management

narrative Fringe benefits for Polly Sturgeon, Principal Investigator for this project. Rate - 39.88% of salary costs; set by the University and approved by the Board of Trustees as referenced in our federally negotiated rate agreement.

Approved equipment #

description: Salary - P. Sturgeon - \$2,556.00 - \$2,556.00

category Hiring of full or part-time staff or contractors/consultants to assist with any of the above activities (not for the purpose of hiring public safety personnel)

discipline Emergency Management

narrative 7.7% effort / salary for Polly Sturgeon, Principal Investigator for this project

approved equipment #

Planning TOTAL: \$6,575.00

Budget Total Amount: \$10,000.00

EXHIBIT B
2015 EMERGENCY MANAGEMENT GRANT PROGRAM
FEDERAL REQUIREMENTS

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

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

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

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

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

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

- B. **Conflicts of Interest. [2 CFR 200.318 and 2015 Emergency Management Performance Grant Program Notice of Funding Opportunity]**

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

In addition, as required under 2015 Emergency Management Performance Grant Program Notice of Funding Opportunity (NOFO) [Page 23] conflicts of interest may arise during the process of FEMA making a Federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employee.

C. Mandatory Disclosures. [2 CFR 200.113 and 2015 Emergency Management Performance Grant Program Notice of Funding Opportunity]

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

In addition, as required under 2015 Emergency Management Performance Grant Program Notice of Funding Opportunity (NOFO) [Page 23] the Subrecipient must, in writing, disclose to the State, within five days, any real or potential conflict of interest as defined by the Federal, state, or local statutes or regulations or the Subrecipient's own existing policies that may arise during the administration of the federal award.

2. Federal Award Requirements.

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

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

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 U.S.C. § 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

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

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 U.S. DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

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 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 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 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

H. Copyright

All Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including federal award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

I. Debarment and Suspension

All Subrecipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

J. Duplication of Benefits

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

K. Energy Policy and Conservation Act

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

L. 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:

- i. 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
- ii. \$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 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.

M. False Claims Act and Program Fraud Civil Remedies

All Subrecipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-

3812 which details the administrative remedies for false claims and statements made.

N. Federal Debt Status

All Subrecipients is 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. Fly America Act of 1974

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

P. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Q. 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>.

R. Patents and Intellectual Property Rights

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

S. Procurement of Recovered Materials

All Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

T. 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.

U. Terrorist Financing E.O. 13224

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

V. 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 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

W. 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 U.S.C. § 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: You as the Subrecipient, your employees, subrecipients under this award, and subrecipients' 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.

X. Rehabilitation Act of 1973

All Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Y. USA Patriot Act of 2001

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

Z. Use of DHS Seal, Logo, and Flags

All Subrecipients must obtain DHS's approval prior to using the 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.

AA. Whistleblower Protection Act

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

BB. 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 U.S. DHS access to records, accounts, documents, information, facilities, and staff.

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

3. Fiscal Year 2015 Emergency Management Performance Grant Program Notice of Funding Opportunity (NOFO).

As required under Clause 5 of the Agreement, the Subrecipient is required to comply with the requirements contained in the NOFO. These requirements include, but are not limited to, the following:

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

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

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

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

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

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

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

All EMPG program funded personnel shall participate in no less than three (3) exercises. These personnel shall comply with this requirement during the period from July 1, 2015 through June 30, 2016. The Subrecipient will be required to provide the State with proof that these requirements have been met and shall provide this proof in the form, manner and by the deadlines established by the State.

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

All EMPG program funded personnel shall complete the following training requirements and record proof of completion. The Subrecipient will be required to provide the State with proof that these requirements have been met and shall provide this proof in the form, manner and by the deadlines established by the State. For this Agreement, the deadline for submitting this proof is April 14, 2017.

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

E. Davis-Bacon Act (Page 37 of the NOFO)

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

4. Federal Assurances.

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

- A. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to

ensure proper planning, management and completion of the project described in this Agreement.

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

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	K320228	Ash,Kathleen Tabbert	10/04/2016 2:43:57PM	Agency Fiscal Approval
2	L241203	Kellam,Lisa Erin	10/04/2016 2:49:49PM	IDOA Legal Approval
3	A279829	Thiemann,Adam	10/05/2016 9:53:23AM	SBA Approval
4	A323266	Bryan,Anastasia June	10/05/2016 11:07:49AM	Attorney General Approval
5	G000875	White Jr,Gordon Eugene	10/05/2016 12:47:07PM	Attorney General Approval