



WESTFIELD FIRE DEPARTMENT

"Weaving the Traditions of our Past into the Realities of our Future."

On December 3, 2013 the Office of the State Fire Marshal-Hazardous Materials Division posted an available grant. This grant is funded from the federal government and distributed by the Indiana Department of Homeland Security (IDHS).

The grant was for hazardous materials teams within Indiana which meet the requirements set by the National Incident Management System (NIMS) to be a qualified hazardous materials team. The Hazardous Materials Team Qualification Program (HMTQP) assessed the City of Westfield Fire Department's Standard Operating Guidelines, training records, and our current equipment inventory.

After the assessment it was determined that updating the City of Westfield Fire Department's air monitoring equipment was needed. An application for the HMTQP grant was submitted to the IDHS for the amount of \$6,326.49 for the replacement of the current air monitoring equipment by the deadline of December 13, 2013.

The City of Westfield Fire Department was awarded the grant on January 21, 2014. This is a reimbursable grant, the City of Westfield Fire Department must first purchase the items agreed upon in the grant application and will then be reimbursed approximately 90 days.

Joe Lyons

2013 HOMELAND SECURITY GRANT PROGRAM SUB-GRANT AGREEMENT
EDS# C44P-4-475B

This 2013 Homeland Security Grant Program Sub-Grant Agreement (hereinafter called the "Agreement") is made and entered into by the Indiana Department of Homeland Security (hereinafter called the "State") and the City of Westfield (hereinafter called the "Sub-grantee"), for the purposes and subject to the terms and conditions agreed to herein.

1. Purpose of Agreement

The purpose of this Agreement is to enable the State to make a sub-grant to the Sub-grantee from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Grant Program, Award Number EMW-2013-SS-00017, for the allowable costs of this project (the "Project") as described in **Exhibit A**, which is attached to and fully incorporated into this Agreement.

2. Amount of Sub-grant

This sub-grant is for an amount not to exceed \$6,326.49 from the State Homeland Security Program (SHSP) (CFDA 97.073). The SHSP grant program is a component of and is audited under the Homeland Security Grant Program, which is assigned CFDA #97.067. The sub-grant funds shall be used exclusively in accordance with the provisions contained in this Agreement.

3. Term of Agreement

This Agreement shall commence on the date it has been signed by all signatories ("effective date"). The term of this Agreement shall end one (1) year after the effective date.

4. Payment of Sub-grant Funds

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

- A. This Agreement must have been executed by all signatories.
- B. The Sub-grantee must be in compliance with, to the State's satisfaction, the terms and conditions of this Agreement and all applicable federal and State requirements for any federal or State grant programs administered by the State.
- C. Prior to making a payment under this Agreement, the Sub-grantee must have submitted to the State a receipt and other documentation demonstrating that the goods or services have been received by the Sub-grantee, all equipment has been installed, if applicable, and the Sub-grantee has paid for an approved expenditure that is part of the Project. The State will only process one request for payment from the Sub-grantee at a time (including request for payment under other grant agreements). These records shall be submitted in the form and manner specified by the State and shall be accompanied by sufficient documentation to demonstrate to the State that the expenditures were allowable expenditures.
- D. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Sub-grantee in writing. No payments will be made in advance of the Sub-grantee's receipt of the goods or services.
- E. Reimbursement of an expenditure is not a final State decision about the allowability or eligibility of such cost and is not a waiver of any violation by the Sub-grantee of the terms of this Agreement. The Sub-grantee shall return to the State any and all funds provided to the Sub-grantee which are in excess of current needs, in excess of amounts approved by the State or the Federal Emergency Management Agency (FEMA), or found by audit or investigation to be owing to the State or FEMA. Repayment shall be made to the State within thirty (30) days after the Sub-grantee becomes aware of such excess fund or funds due or is notified by FEMA or the State. If the Sub-grantee fails to pay the State such funds within thirty (30) days, and if FEMA assesses interest charges on these unpaid balances, the Sub-grantee shall be obligated to pay these interest charges. If immediate repayment is not possible, then a reasonable repayment schedule with, if applicable, interest charged on the unpaid balance, will be submitted to the State for approval.

5. Sub-grantee's Duties and Responsibilities:

- A. The Sub-grantee shall be solely responsible for the proper implementation of the approved Project. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement; (2) Exhibit A.
- B. The Sub-grantee 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 Sub-grantee may request, in writing, approval from the State to modify the expenditures itemized or the amounts specified on Exhibit A. This request shall be submitted in the form and manner specified by the State. At its sole discretion, the State may, in writing, approve this request. The Sub-grantee must obtain this written approval from the State PRIOR to making an expenditure that is not in compliance with Exhibit A.
- C. The Sub-grantee shall obligate (which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts) the funds by no later than six (6) months after the effective date of this Agreement (the "Obligation Deadline"). The Sub-grantee shall liquidate (expend) the funds and submit a final report and documentation of expenditures made within sixty (60) days of the Obligation Deadline. The State has the discretion, and reserves the right, to NOT reimburse the Sub-grantee for an expenditure that does not comply with both the obligation and liquidation requirements established in this paragraph. The Sub-grantee may request, in writing, and the State may, at its sole discretion, provide written approval extending either of these deadlines.
- D. Sub-grant funds shall not be used to pay for obligations incurred, equipment procured or work performed prior to the effective date of this Agreement.
- E. The Sub-grantee 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 Sub-grantee 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.
- F. Until this Project has been completed, the Sub-grantee shall submit to the State written quarterly reports detailing the progress toward completion of the Project. These reports shall include the information, be in the format specified and be submitted in accordance with the schedule established by the State.
- G. The Sub-grantee shall comply with the requirements in the following:
 - i. The U.S. Department of Homeland Security program guidelines: "FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA)" which is available from: <http://www.fema.gov/fy-2013-homeland-security-grant-program-hsgp-0>.
 - ii. The document titled "2013 Homeland Security Grant Program-Additional Federal and State Requirements" available from: <http://www.in.gov/dhs/grants.htm>.
 - iii. 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 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.)
- H. If the Sub-grantee has not already done so, within thirty (30) days of the effective date of this Agreement, the Sub-grantee shall provide the State with the principal point of contact for the Sub-grantee's digital geographic information system (GIS) data and digital orthophotography (air photos) data, including the name(s) and associated contact information (address, phone, e-mail). If the State so requests, the Sub-grantee will share with the State, at no cost to the State, the Sub-grantee's digital GIS data and digital orthophotography data with the State for emergency planning and response purposes. The data should be provided to the State in an ESRI compatible format, or a format in which both graphics and attribute data can be converted into an ESRI platform. Data should be accompanied by a description of the data set; preferably by Indiana Profile Metadata or FGDC metadata, or minimally by the following specific information:

- i. Title of the data set
 - ii. Description of the projection and coordinate system used
 - iii. Brief description of the data sets and their attributes (description of the fields in the database)
 - iv. Description of the accuracy of the data set, if known
 - v. Maintenance and update frequency.
- I. The Sub-grantee shall comply with the most recent version of the following Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to U.S. DHS grants are listed below:
- i. Administrative Requirements:
 - 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 U.S. DHS regulations at 44 CFR 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.
 - ii. Cost Principles: The cost principles applicable to this grant originate from one of the following sources:
 - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
 - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
 - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.
 - iii. Audit Requirements: The audit requirements for State, Local and Tribal recipients of U.S. DHS awards originate from OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- J. Failure to implement or complete the Project or failure to expend funds in accordance with this Agreement may be considered a material breach of this Agreement and shall entitle the State to impose sanctions against the Sub-grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Sub-grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all funds provided under this Agreement which have been expended for activities which are not in the scope of this project as set forth in this Agreement. The Sub-grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Agreement.

6. Notice to Parties

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

- A. State: Requests for payment and notices, reports, invoices and receipts required by Paragraphs 4, 5.B., 5.C., and 5.F. 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 to:
 - Grants Management Director
 - Indiana Department of Homeland Security
 - 302 West Washington Street, Room E220
 - Indianapolis, Indiana 46204
- B. Sub-grantee: Notices to the Sub-grantee shall be sent to the individual and address designated under Sub-grantee Contact Information in Exhibit A of this Agreement.

7. Monitoring By the State

The State may conduct a monitoring review and evaluation of activities as deemed appropriate by the State. This provision survives the expiration or termination of this Agreement. The Sub-grantee will effectively ensure the cooperation of the Sub-grantee's employees in such monitoring and evaluation efforts. The Sub-grantee will

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

8. Recordkeeping and Access to Records

- A. The Sub-grantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement. When records are stored away from the Sub-grantee's principal office, a written index of the location of records stored should be on hand and ready access should be assured. Records of different federal fiscal periods shall be separately identified and maintained so that information desired can be readily located. The Sub-grantee shall adequately protect records against fire or other damage.
- B. The Sub-grantee shall maintain these books, documents, papers, accounting records and other evidence pertaining to this project until at least the later of the following: (i) three (3) years after this Agreement expires; or (ii) February 27, 2019. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration date of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later. Notwithstanding this provision, if the federal regulations governing this grant (44 CFR 13.42) require additional records to be maintained or require the records to be maintained for a longer period of time, the Sub-grantee shall adhere to these federal requirements.
- C. The Sub-grantee must permit any authorized representative of the State (including an authorized representative of the State Board of Accounts), the U.S. Department of Homeland Security, or the United States Comptroller General to inspect all work, materials, payrolls, and other data and records that pertain to this Agreement or any projects being funded under this Agreement, and to audit the books, records, and accounts of the Sub-grantee and its sub-grantees and contractors that pertain to the Agreement or any projects being funded under this Agreement. Copies thereof shall be furnished at no cost to the State or United States government representatives if requested.
- D. Closeout of this project will not alter the Sub-grantee's responsibilities under this Paragraph.

9. Close-Out Audit

If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the date on which all sub-grant funds provided pursuant to this Agreement are expended, upon termination of this Agreement, or upon expiration of this Agreement, whichever is earliest, Sub-grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Agreement in accordance with the following:

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

10. Termination of Agreement

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

11. 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.

12. Compliance with Laws

- A. The Sub-grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Sub-grantee to determine whether the provisions of this Agreement require formal modification.
- B. The Sub-grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Sub-grantee is not familiar with these ethical requirements, the Sub-grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Sub-grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Sub-grantee. In addition, the Sub-grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
- C. The Sub-grantee certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Sub-grantee agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Sub-grantee. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Sub-grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Sub-grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Sub-grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Sub-grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to suspend funding to the Sub-grantee, the Sub-grantee 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 Sub-grantee warrants that the Sub-grantee 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 Sub-grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC 5-22-3-7:
 - (1) The Sub-grantee and any principals of the Sub-grantee certify that:
 - (A) the Sub-grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC 24-5-12 [Telephone Solicitations]; or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Sub-grantee will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.
 - (2) The Sub-grantee and any principals of the Sub-grantee certify that an affiliate or principal of the Sub-grantee and any agent acting on behalf of the Sub-grantee or on behalf of an affiliate or principal of the Sub-grantee:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.

13. 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>.

14. Penalties/Interest/Attorney's Fees

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

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

15. Severability

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

16. Survival

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

17. Remedies Not Impaired

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

18. Waiver of Rights

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

19. Drug-Free Workplace Certification

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Sub-grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Sub-grantee will give written notice to the State within ten (10) days after receiving actual notice that the Sub-grantee, or an employee of the Sub-grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of 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 Sub-grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-grantee's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Sub-grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; 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 Sub-grantee 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.

20. 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 Sub-grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Sub-grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- B. The Sub-grantee understands that the State is a recipient of federal funds, and therefore, where applicable, the Sub-grantee and any subgrantees, contractors and subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

21. Lobbying Certification

- A. As required by Section 1352, Title 31 of the U.S. Code and implemented at 44 CFR 18, the Sub-grantee certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-grantee, to

any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Sub-grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

22. Debarment and Suspension

- A. The Sub-grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Sub-grantee.
- B. The Sub-grantee certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The Sub-grantee shall immediately notify the State if any contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the contractor for work to be performed under this Agreement.
- C. Sub-grantee shall not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs by any Federal department or agency.
- D. The Sub-grantee shall provide immediate written notice to the State if at any time the Sub-grantee learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- E. As required by 2 CFR 3000.332, the Sub-grantee shall:
 - (1) Comply with Subpart C of the OMB guidance in 2 CFR part 180; and
 - (2) Include a similar term or condition in any covered transaction into which it enters at the next lower tier.

23. U.S. Department of Homeland Security Specific Acknowledgements and Assurances.

The Sub-grantee hereby acknowledges and agrees, and shall require any sub-recipients, contractors, successors, transferees, and assignees to acknowledge and agree, to comply with applicable provisions governing U.S. Department of Homeland Security (U.S. DHS) access to records, accounts, documents, information, facilities, and staff, including, but not limited to the following:

- A. Recipients must cooperate with any compliance review or complaint investigation conducted by U.S. DHS.
- B. Recipients 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.

- C. Recipients must submit timely, complete, and accurate reports to the appropriate U.S. DHS officials and maintain appropriate backup documentation to support the reports.
- D. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- E. If, during the past three years, the Recipient 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 recipient 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.
- F. 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 recipient 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.
- G. The United States has the right to seek judicial enforcement of these obligations.

As used in above provisions, the term “Recipients” or “Recipient” includes the Sub-grantee, sub-recipients, contractors, successors, transferees, and assignees.

24. 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.

25. Authority to Bind Sub-grantee

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

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Sub-grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Sub-grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Sub-grantee, 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.

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

Sub-grantee: City of Westfield

By: _____ By: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

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

Certification by Sub-grantee Financial Officer:

Certification by Sub-grantee Project Director:

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Department of Homeland Security:

Indiana Office of Technology:

John H. Hill
Executive Director
Date: _____

Paul Baltzell
Chief Information Officer
Date: _____

Department of Administration:

State Budget Agency:

Jessica Robertson
Commissioner
Date: _____

Brian E. Bailey
Director
Date: _____

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on November 13, 2013. FA 13-53

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

_____ Initials of agency legal counsel reviewer

Exhibit A



Indiana Department of Homeland Security (IDHS)
City of Westfield (DUNS #null)
Budget Id: 9203

Contact

name: Russ Shoaf
title: Division Chief
address: 17535 Dartown Rd
Westfield, In 46074
county: HAMILTON
phone: 317-804-3306
fax: 317-804-3395
email: rshoaf@westfield.in.gov

Allocated Fund

2013 > State Homeland Security > LOCAL > Hazardous Materials Team Qualification Program (HMTQP) >
2013 HMTQP

project manager: Tim Thomas
proposal: 2014 Haz Mat Eq (HSGP)
encompass project id: 38513SHSP000000

Budget Items

Budget Total Amount: \$6,326.49

solution area: Equipment

		unit	price/rate	hours	amount
description:	4 Gas Air Monitor	5.0	\$567.22	-	\$2,836.10
category	Detection				
discipline	Hazmat				
narrative	4 Gas monitor to be used for initial detection of possible hazardous environments				
approved equipment #	07CD-01-DPMG				
description:	Single Gas Monitor and sensors	1.0	\$1,024.63	-	\$1,024.63
category	Detection				
discipline	Hazmat				
narrative	Monitor to be used to take sample for the presence of Hydrogen Cyanide during emergency incidents.				
approved equipment #	07CD-01-DPMG				
description:	Single gas Monitor	2.0	\$146.15	-	\$292.30
category	Detection				
discipline	Hazmat				
narrative	Monitor to be used for sampling air for the presence of Carbon Monoxide during emergency incidents.				
approved equipment #	07CD-01-DPMG				
description:	Test Calibration Station	1.0	\$2,173.46	-	\$2,173.46
category	Other Authorized Equipment				
discipline	Hazmat				

narrative	Equipment is used to test and calibrate air monitors to ensure proper operation and gas supplies for testing.	
approved equipment #	21GN-00-MAIN	
		Equipment TOTAL: \$6,326.49

