

ORDINANCE NO. 2010 - 043

DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY

2010 HOMELAND SECURITY FOUNDATION GRANT / \$4,000

WHEREAS, the Delaware County Emergency Management Agency has received a grant from the Indiana Department of Homeland Security; and

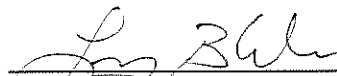
WHEREAS, it is necessary to establish funds in the Auditor's Office into which the grant proceeds will be deposited.

NOW, THEREFORE, BE IT ORDAINED that the Auditor shall establish a fund entitled the 2010 HOMELAND SECURITY GRANT, PSF1-1-057, and shall issue a budget fund number with respect to these funds. Said funds are exempt from needing appropriation.

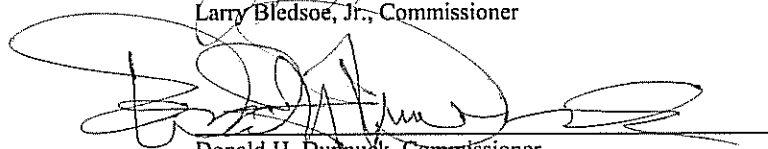
Dated this 6 day of December, 2010.

DELAWARE COUNTY COMMISSIONERS

Todd R. Donati, President

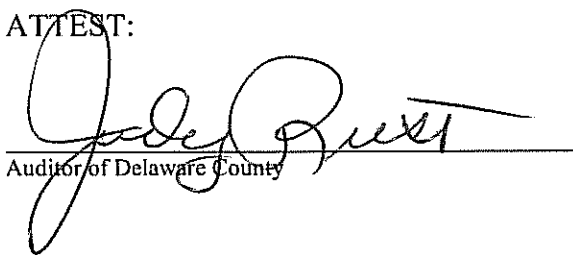


Larry Bledsoe, Jr., Commissioner



Donald H. Dumuck, Commissioner

ATTEST:



Auditor of Delaware County

ORIGINAL

**INDIANA HOMELAND SECURITY FOUNDATION
GRANT AGREEMENT**

EDS NUMBER:PSF1-1-057

This Indiana Homeland Security Foundation Grant Agreement (this "Agreement") is made and entered into by and between the Indiana Homeland Security Foundation, a body corporate and politic established by IC 10-15-2-1, (hereinafter called the "State") and Board of Commissioners of Delaware County (hereinafter called the "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 allow the State to make a grant from the Indiana Homeland Security Fund established under IC 10-15-3-1 (the "Fund") of \$4000 to the Grantee, for eligible costs of the Project (the "Project") as described in Exhibit A of this Agreement, attached hereto and fully incorporated herein. The grant shall be used exclusively in accordance with the provisions contained in this Agreement and under IC 10-15 *et seq.*

2. Term of Agreement:

- A. The term of this Agreement shall begin on the date that this Agreement has been signed by all signatories designated on the signature page (the "Effective Date") and shall end one (1) year after that date (the "Expiration Date") unless earlier terminated as described in this Agreement.
- B. The Project must be completed by the Expiration Date. Payments will not be made for work done or services performed before the Effective Date or after the Expiration Date.

3. Notice to Parties:

Whenever any notice, statement or other communication is sent to the State or Grantee, it shall be sent to the following address, unless otherwise specifically advised in writing.

- A. Notices, invoices and receipts to the State shall be sent to:

Council Coordinator
Indiana Department of Homeland Security
302 West Washington Street, Rm. E220
Indianapolis, Indiana 46204

- B. Notices to the Grantee shall be sent to the individual and address designated under Grantee Contact Information in Exhibit A of the Agreement.

4. Payment Of Grant Funds By The State:

Payments by the State to the Grantee shall be made in accordance with the following schedule and conditions:

- A. This Agreement must have been executed by all signatories.
- B. All payments shall be made 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 Grantee in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
- C. The Grantee must have submitted to the State a receipt or other documentation demonstrating that the Grantee has paid for an approved expenditure that is part of the Project. 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 are subject to the State's determination that the Grantee's performance conforms to the

terms and conditions of this Agreement.

- E. Reimbursement of any expenditure is not a final State decision about the allowability of such cost and is not a waiver of any violation by the Grantee of the terms of this Agreement. If the State determines that the Grantee is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Grantee stating the reasons for the determination.

5. Use of Grant Funds by Grantee:

The funds received by the Grantee pursuant to this Agreement shall be used only to institute the Project in conformance with the Project Budget and for no other purpose.

6. Grantee's Duties and Responsibilities:

- A. The Grantee shall be solely responsible for the proper design and implementation of the Project as described in Exhibit A of this Agreement. Although not expressly attached to this Agreement, the Grantee agrees to complete the Project in accordance with the information and specifications contained in its application as approved by the State. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) Agreement; (2) attachments prepared by the State; and (3) Application approved by the State.
- B. The 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 within six (6) months of the effective date of this Agreement (the "Obligation Deadline"). The Grantee shall liquidate (expend) the funds within ninety (90) days of the Obligation Deadline. The Grantee may request, in writing, and the State may, at its sole discretion, provide written approval allowing the Grantee additional time to obligate or liquidate the funds.
- C. The Grantee shall submit to the State quarterly reports, due on the following schedule:

July 1-September 30	Due October 15
October 1-December 31	Due January 15
January 1-March 31	Due April 15
April 1-June 30	Due July 15

These reports shall include the information and be in the format specified by the State.

- D. Failure to complete the Project and expend grant, local and/or other 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 Grantee including, but not limited, to suspension of all grant payments, and/or suspension of the 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 grant funds expended for activities that are not in the scope of the Project or the Budget.

7. Project Budget and Budget Modification:

The Project Budget is established in Exhibit A in this Agreement. The Grantee shall not spend more than the amount for each line item, as described in the Project Budget, without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by the grant and those funded by the local and/or private share be amended without the prior written consent of the State.

8. 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 Grantee will effectively ensure the cooperation of the Grantee's employees in such monitoring and evaluation efforts. The Grantee will take all actions necessary to correct or cure any findings identified by the State during its monitoring and evaluation.

9. Audit and Access to Records:

The Grantee shall maintain all books, documents, papers, accounting records and other evidence

pertaining to the Project for three (3) years from the date of final payment under this Agreement. The Grantee shall make such materials available, at its offices at all reasonable times for inspection and/or an audit of funds paid through this Agreement by any authorized representative of the State. The Grantee shall submit to an audit of funds by any authorized representative of the State. The right of access is not limited to the required retention period, but shall last as long as the records are retained. Copies shall be furnished at no cost to the State if requested.

10. Termination of Agreement:

- A. This Agreement may be suspended or terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency, 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 Grantee of a Suspension or Termination Notice, specifying the extent to which such suspension or termination becomes effective. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration (IDOA) shall be deemed to be a party to this Agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.
- B. Costs resulting from obligations incurred by the 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. 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.

13. Compliance with Laws

- A. The 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 Grantee to determine whether the provisions of this Agreement require formal modification.
- B. The 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 Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Grantee or its agents violate any applicable ethical standards, the

State may, in its sole discretion, terminate this Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

- C. The 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 Grantee agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State of Indiana.
- D. The 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 Grantee agrees that the State may delay, withhold, or deny work under this Agreement and any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Grantee warrants that the Grantee and its contractors, if any, 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 further work with the State of Indiana.
- G. The 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.
- H. As required by IC 5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the 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 Grantee will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the 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 the Agreement, even if IC 24-4.7 is preempted by federal law.

14. 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 the following website: <http://www.access-board.gov/508.htm>.

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. Remedies Not Impaired

No delay or omission of the State in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or any acquiescence thereto.

17. Survival

Any expiration or termination of this Agreement shall not affect the ongoing provisions of this Agreement that will survive the expiration or termination in accordance with their terms.

18. Drug-Free Workplace Certification

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, the Grantee hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the contract or agreement as part of the contract documents.

The 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 Grantee's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the 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;
- 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- 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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

19. Nondiscrimination

- A. This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any Grantee or contactor or subcontractor.
- B. 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 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 Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

20. Statutory Authority of Grantee

Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

21. Authority to Bind Grantee

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

22. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantee, or that he/she is the representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

In Witness Whereof, the 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.

Grantee: Board of Commissioners of Delaware County

By: _____
Printed Name: Todd Donati
Title: Board of Commissioners President
Date: 12.6.2016

By: _____
Printed Name: Don Dunruck
Title: Vice President
Date: 12.6.2010

By: _____
Printed Name: Larry Bledsoe
Title: Member
Date: 12.6.2010

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

Indiana Homeland Security Foundation:

By: _____
Joseph E. Wainscott, Jr.
Executive Director
Date: _____

Indiana Office of Technology

Department of Administration

Brian S. Arrowood
Chief Information Officer
Date: _____

Robert D. Wynkoop
Commissioner
Date: _____

State Budget Agency

Approved as to Form & Legality:
Office of the Attorney General
*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(3) on April 30, 2010.
FA 10-23*

Adam M. Horst
Director
Date: _____

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)

Delaware

Budget Id: 4006

Contact

name: Sonda Taylor
title: Office Manager
address: 100 W. Washington
Room B43
Muncie, IN 47305
county: DELAWARE
phone: 765-747-4888
fax: 765-741-5795
email: staylor@co.delaware.in.us

Allocated Fund

2010 2010 Foundation C > STATE > 2010 Foundation C

project manager: Mary Fields
proposal: 2010 Foundation Grant
encompass project id:

Budget Items

Budget Total Amount: \$4,000.00

solution area: EQUIPMENT

		unit	price/rate	hours	amount
description:	6' Barracade Sets	4.0	\$100.00	-	\$400.00
category	Other Authorized Equipment				
discipline	Emergency Management				
narrative	Impact resistant polyethylene, rigid, A-frame barricade is sand fillable for ballasting, stackable for storage and transportation, and also accepts a standard barricade light. These items are for or traffic control on emergency scenes to protect emergency responders and the public.				
approved equipment #	03OE-03-SIGN				
description:	Carry-On Trailer 4 x 6 Enclosed Cargo Trailer	1.0	\$1,360.00	-	\$1,360.00
category	Other Authorized Equipment				
discipline	Emergency Management				
narrative	4 x 6 Enclosed Cargo Trailer Payload capacity: 990 lbs 12" tires rated 990 lbs each 1-7/8" coupler with safety chain 2000 lb axle. This item is needed to deploy the equipment in a rapid manner to supply volunteers with the necessary equipment to make a scene safe.				
approved equipment #	12TR-00-TEQP				
description:	Easy Up Tent	1.0	\$190.00	-	\$190.00
category	Other Authorized Equipment				
discipline	Emergency Management				
narrative	The E-Z UP Eclipse II instant portable canopies from E-Z UP are among the most heavy-duty of models that offer and are ideal for events. E-Z UP portable shelter has all the requisite flexibility to provide shelter to emerge responders to guard them from inclement weather on a rapid and short term basis. Identified with custom logo and lettering for easy identification on an emergency scene.				

approved equipment #	19SS-00-SHEL				
description:	Emergency Scene Signs	2.0	\$225.00	-	\$450.00
category	Personal Protective Equipment				
discipline	Emergency Management				
narrative	Speedy 1-minute set-up/takedown emergency signage to identify emergency scenes.48" x 48" with custom legends/symbols to identify threats.				
approved equipment #	03OE-03-SIGN				
description:	Misting Fan Stations	2.0	\$550.00	-	\$1,100.00
category	Other Authorized Equipment				
discipline	Emergency Management				
narrative	Misting Fan Stations. In 2010 alone VIPS personnel have responded to two large structure fires on 90 degree days working in the heat for hours on end with no formal structure of heat related rehabilitation. On these occasions emergency responders were treated for heat related illnesses. The misting stations are a priority to directly cool the emergency responders during planned events as well.				
approved equipment #	19GN-00-FANV				
description:	Vehical Lighting	5.0	\$100.00	-	\$500.00
category	Other Authorized Equipment				
discipline	Emergency Management				
narrative	These items will be used to identify volunteer responders and for awareness of an emergency scene to the public. Precision engineered wide-angle reflectors give diamond mirror a total of 540 FPM. Quiet comes with 3-Year Factory Warranty. Two 175 FPM rotators using 55W H1 bulbs.				
approved equipment #	04MD-01-LAMP				
EQUIPMENT TOTAL:					\$4,000.00