BILL NO. S-24-08-17

SPECIAL ORDINANCE NO. S-103-24

AN ORDINANCE approving FFY20 HAZARD MITIGATION GRANT PROGRAM between THE INDIANA DEPARTMENT OF HOMELAND SECURITY and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the FFY20 HAZARD MITIGATION GRANT PROGRAM between THE INDIANA DEPARTMENT OF HOMELAND SECURITY and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> Agreement between the City of Fort Wayne, Indiana, and The Indiana Department of Homeland Security for the voluntary purchase of up to three homes and one commercial property to mitigate potential flooded properties;

involving a grant of ONE MILLION FIVE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED FIVE AND 95/100 DOLLARS - ($1,561,205.95, of which $390,301.49 is locally funded). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

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FFY20 Hazard Mitigation Grant Program
Subrecipient Agreement
ALN # 97.039

Contract #00000000000000000000085357

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

Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the "Stafford Act"), 42 USC 5121 *et seq.*, the Federal Emergency Management Agency ("FEMA") has been authorized by Congress to make grants to states to mitigate natural disasters.

The State has been designated by FEMA as the recipient to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Indiana and to provide technical assistance with the Hazard Mitigation Grant Program ("HMGP"). The HMGP is authorized by Section 404 of the Stafford Act (42 USC 5170c).

The State entered into a FEMA-State agreement on April 6, 2020. The State is required by the FEMA-State agreement to monitor and evaluate the implementation of mitigation projects and control the disbursement of HMGP grant funds from FEMA to the Subrecipient.

The Subrecipient has submitted an application to the State setting forth a list of mitigation activities (the "Project"). The State and FEMA approved the Subrecipient's Project along with any exception that have been made prior to signing this Grant Agreement.

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a sub-grant for the Project to the Subrecipient from FEMA Federal Fiscal Year 2020 HMGP funds for eligible costs of the acquisition and demolition of structures and associated property more fully described in **Exhibit A** of this Grant Agreement.

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

FUNDING SOURCE:

Federal Funds Program Name per Assistance Listings Number (ALN):
Hazard Mitigation Grant Program
ALN # 97.039
Federal Period of Performance: August 5, 2021 through August 5, 2025

2. Term. This Grant Agreement commences on August 5, 2021 ("Effective Date") and shall remain in effect through August 5, 2025 (referred to as the "Termination Date or Obligation Deadline").

Unless otherwise provided herein, the Obligation Deadline may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant Agreement. Any request for an extension must be submitted to the State at least ninety (90) days prior to the Termination Date. Requests for an extension will be evaluated by the State and FEMA and will not be approved automatically. In no event shall payments be made for obligations incurred, equipment purchased, or work performed before the Effective Date or after the Termination Date of this Grant Agreement.

3. Amount of Subaward and Local Cost Share.

A. The State shall pass-through federal funds and make a subaward to the Subrecipient in the amount not to exceed **$1,170,904.46** for the Project.

The Total Project costs and match requirements are as follows:

HMGP Subaward amount passed through by the State	$1,170,904.46
Local cost share provided by the Subrecipient	$390,301.49
Total approved Project cost	$1,561,205.95

B. The Subrecipient must provide the necessary local cost share as governed by 44 CFR 13.24. The Subrecipient must provide sufficient documentation to substantiate the local cost share contribution.

C. For purposes of the State's contracting records only, the total remuneration under this Grant Agreement is not to exceed **$1,170,904.46**.

D. The Subrecipient shall not spend more than the amount for each line item in the Project budget without the prior written consent of the State, **nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State and FEMA when applicable.**

E. The disbursement of grant funds to the Subrecipient shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

4. Representations and Warranties of the Subrecipient.

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

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

C. As required by 2 CFR 3000.332 for U.S. DHS/FEMA grants the Subrecipient 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.

D. The Subrecipient certifies by entering into this Grant Agreement that it currently has and shall maintain an active registration within the Federal System for Awards Management (SAM) that includes the Subrecipient's current information at all times throughout the duration of this Grant Agreement, including amendments of this Grant Agreement, unless the Subrecipient is exempted under 2 CFR § 25.110.

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

5. Implementation of and Reporting on the Project.

A. The Subrecipient shall be solely responsible for the proper implementation of the approved Project.

B. The Subrecipient shall only use the funds provided under this Grant Agreement for the itemized expenditures identified in **Exhibit A** of this Grant 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 use its own procurement procedures which reflect applicable State and local laws and regulations, provided that such procurement procedures comply with federal procurement standards established in 44 CFR 13.36. The Subrecipient's contract(s) which use funds provided through this Grant Agreement must contain the provisions listed in 44 CFR 13.36(i).

When applicable, the Subrecipient shall follow 2 CFR 200.318 General procurement standards through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State law. In particular:

1) The Subrecipient shall document all procurement practices and maintain records of procurement actions taken (for instance, maintain copies of all bids, proposals, quotes, cost/price analysis, basis for selection decisions, purchase orders, and contracts) throughout the term and as related to the Project.
2) The Subrecipient's procurement procedures must avoid acquisition of unnecessary or duplicative items.
3) All procurement transactions must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 for further requirements and guidance.
4) The Subrecipient shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR 200.321.

D. The Subrecipient shall complete the Project. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.

E. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project grant proposal, then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a Grant Adjustment Notice (GAN) to the State. The Subrecipient shall not proceed to make any purchases that are outside the scope of the Project application or Project budget without first receiving approval of the GAN request. Approval shall be determined in the State's sole discretion.** Any purchases made by the Subrecipient that are not authorized by the FEMA allowability guidelines, the Subrecipient's Project, grant proposal, or the State, will not be reimbursed under this grant. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will be required to reimburse the State for the amount of funds that were not approved.

F. The Subrecipient shall submit to the State written quarterly reports until the completion of the Project. These reports shall contain such detail of progress or performance on the Project as is requested by the State. **The Subrecipient shall submit quarterly reports for the Project.**

Quarterly reports are due: April 15, July 15, October 15, and January 15 of each year. If this date falls on a weekend then the quarterly report is due on the following Monday.

6. Real Property Acquisition. As part of the Project, the Subrecipient will purchase real property. In addition to the other requirements in this Grant Agreement, the following conditions are applicable to this purchase of the real property.

A. FEMA's model deed restrictions that support 44 CFR § 80 requirements are in **Exhibit B**, which is attached to and fully incorporated into this Grant Agreement.

B. **The deed conveying each property to the Subrecipient must reference and incorporate Exhibit B**. The Subrecipient shall ensure that each deed includes a modified **Exhibit B** in accordance with each respective property identified in **Exhibit A**. The Subrecipient shall replace the italicized text in **Exhibit B** with the appropriate replacement language (an electronic version of **Exhibit B** is available from the State). Any variation from this model deed restriction, other than replacement of the italicized text, can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests shall be made to the FEMA Regional Administrator through the State. **Exhibit B shall be attached to each deed when recorded**. The Subrecipient shall take all actions necessary to ensure that the tax records for each of the properties contain the information that the property was purchased with federal grant funds and has deed restrictions.

C. **Exhibit B** definitions. Within **Exhibit B**, the "Grantor" is the property owner participating in the federally-assisted acquisition project and the "Grantee" is the Subrecipient designated in this Grant Agreement which will be purchasing the property from the Grantor.

D. The Subrecipient shall not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the State. The Subrecipient shall include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the Project.

E. Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other environmental laws and executive orders.

7. Conflict of Interest. The Subrecipient will maintain a written code of standards of conduct, in compliance with 44 CFR 13.36(b)(3), governing the performance of their employees engaged in the award and administration of contracts.

8. Requirements Applicable to Property/Equipment Purchased Using Grant Funds. For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than $500 acquired in whole or in part with funds provided under this Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:

A. Maintain records that include the following:
   1) A description of the property;
   2) Manufacturer's model number;
   3) Manufacturer's serial number or other identification number;
   4) Vendor or other source of the property;
   5) Identification of the title holder of the property;
   6) Acquisition date;
   7) Federal award identification number or FAIN;
   8) Percentage of Federal participation in the cost of the property;
   9) State Contract number of the Grant Agreement which provided the funding;
   10) Cost of the property;

11) Physical location of the property;
12) If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
13) Use of the property;
14) Condition of the property; and
15) The ultimate disposition of the property, including the date of disposal, how and to what entity property was disposed, and sale price of the property.

B. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall maintain this inventory information.

C. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Subrecipient must submit a description of its control system either in its grant application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.

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

E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with 44 CFR 13.32(e), if applicable, any applicable state and local laws, rules, and regulations.

F. For all property having an acquisition cost over $5,000, acquired in whole or in part with funds provided under the Grant Agreement, the Subrecipient must also comply with the applicable federal requirements pertaining to equipment in 44 CFR 13.32.

G. The Subrecipient agrees to the following:

1) The property and any required support personnel shall be made available to the State of Indiana if requested for training purposes or as part of a state incident response.
2) The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. Use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
3) Personal use of the equipment is not permitted.
4) The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Homeland Security".

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

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

9. Requests for Expenditures/Payment of Claims.

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

B. As required by 44 CFR 13.21 and 31 CFR 205, the Subrecipient shall minimize the time elapsing between the transfer of funds from the State to the Subrecipient and the disbursement of funds by the Subrecipient. To implement this requirement, the period of time between the transfer of funds from the State to the Subrecipient and the disbursement of funds by the Subrecipient shall not exceed three (3) days, unless the Subrecipient has, in writing, requested an extension of this deadline and the State has, in writing, granted an extension. Any such request for an extension shall be accompanied by a justification which demonstrates that the Subrecipient needs more than three (3) days to disburse the funds.

C. Requests for payment will be processed only upon presentation to the State of a Reimbursement Request with supporting documentation. Such Reimbursement Request(s) must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds pertaining to the budget line items of the Project.

D. The State may require evidence furnished by the Subrecipient that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant Agreement. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. A Request for Expenditure ("RFE") shall be submitted to the State following the end of the quarter in which work on or for the Project was performed. The State has the discretion and reserves the right to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within thirty (30) calendar days after the expiration or termination of this Grant Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. RFEs may be submitted on a monthly basis. **If grant funds have been advanced and are unexpended at the time that the final RFE is submitted after the Obligation Deadline, then all such unexpended grant funds must be returned to the State.**

F. Each RFE must be submitted with accompanying supportive documentation as designated by the State. An RFE submitted without supportive documentation will be returned to the Subrecipient and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this grant.

G. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.

H. Notwithstanding any other provision of this Grant Agreement, the State will not pay the Subrecipient the final ten percent (10%) of the Grant Agreement amount until after the following steps have been completed:

1) The Subrecipient has provided the State with documentation proving that all local cost share requirements have been met; and
2) The State has verified that the Project has been completed in accordance with this Grant Agreement.

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

A. whether Project activities are consistent with those set forth in **Exhibit A**, the Subrecipient's grant application on file with the State and the terms and conditions of this Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the budget presented in the Subrecipient's grant application and that unpaid costs have been properly accrued;

C. that the Subrecipient is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

A. The Subrecipient shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. Notwithstanding this provision, if the federal regulations governing record retention and access for this grant (44 CFR 13.42) 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.

C. The Subrecipient is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. The Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements). The administrative and audit requirements and cost principles under 2 CFR § 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 CFR § 3002 are applicable to this Grant Agreement. **The Subrecipient must notify the State if the Subrecipient expends $750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year** in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

D. If the Subrecipient is a non-governmental unit, the Subrecipient shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to

determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities).

12. Compliance with Laws.

A. The Subrecipient shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Grant Agreement require formal modification.

B. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Subrecipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the grant, the Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Subrecipient is not familiar with these ethical requirements, the Subrecipient should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this grant immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.

D. The Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:
   1) The Subrecipient and any principals of the Subrecipient certify that:
      (A) the Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:
         (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
         (ii) IC § 24-5-12 [Telephone Solicitations]; or
         (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
      in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
      (B) the Subrecipient will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.
   2) The Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient, except for de minimis and nonsystematic violations,
      (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
      (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

13. Debarment and Suspension.

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

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

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the

penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

15. 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 Grant Agreement to certify to the Subrecipient that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Subrecipient shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

16. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

19. Insurance. The Subrecipient shall maintain insurance with coverages and in such amount as may be required by the State or Federal Government in accordance with the HMGP requirements or as provided in its grant application.

20. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:

Indiana Department of Homeland Security, Mitigation Program
302 West Washington Street, Room E-208
Indianapolis, Indiana 46204
E-mail: mitigation@dhs.in.gov and include the grant award, the grant program name, the identifying State-local contract number, the Subrecipient's name, and identify the Project with a unique identified (Project or contract number)

B. Notices to the Subrecipient shall be sent to:

Patrick Zaharako
City Engineer
200 East Berry Street, Suite 210
Fort Wayne, IN 46802
Phone: 260-452-7537
Email: patrick.zaharako@cityoffortwayne.org

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

22. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, (2) this Grant Agreement, (3) Exhibits prepared by the State, and (4) the Subrecipient's grant application. All of the foregoing are incorporated fully herein by reference.

23. Public Record. The Subrecipient acknowledges that the State will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement on the transparency portal as

required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant Agreement shall not be considered an act of the State.

24. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Subrecipient's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project's scope or the budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

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

26. Travel. No expenses for travel will be reimbursed unless specifically authorized by this grant.

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

28. Remedies for Noncompliance. If the Subrecipient fails to comply with federal or state statues, rules, regulations or this Grant Agreement, the State may impose additional conditions as described in 2 CFR 200.208 or take any of the actions allowed by 2 CFR 200.339.

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

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

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

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

A. The US Department of Homeland Security ("US DHS") FFY 2020 HMGP Notice of Funding Opportunity ("FFY 2020 HMGP NOFO") which is available from the State upon request. The FFY 2020 HMGP NOFO is hereby incorporated into this Grant Agreement by reference and when the duly authorized representative for the Subrecipient signs this Grant Agreement, the signatory is making the certification that all allocations and use of funds will be in accordance with the

requirements contained in the FFY 2020 HMGP NOFO.

B. The FEMA Hazard Mitigation Assistance Program and Policy Guide updated September 22, 2023, available at the following federal website: https://www.fema.gov/sites/default/files/documents/fema_hma_guide_08232023_v1.pdf

C. The US DHS FFY 2020 Standard Terms and Conditions.

33. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. Deleted by agreement of the parties.

34. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

A. Paragraph 1, Purpose of this Grant Agreement; Funding Source, has been modified.
B. Paragraph 2, Term, has been modified.
C. Paragraph 3, Amount of Subaward and Local Cost Share, has been added.
D. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
E. Paragraph 5, Implementation of and Reporting on the Project, has been modified.
F. Paragraph 6, Real Property Acquisition, has been added.
G. Paragraph 7, Conflict of Interest, has been added.
H. Paragraph 8, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, has been added.
I. Paragraph 9, Requests for Expenditures/Payment of Claims, has been modified.
J. Paragraph 10, Project Monitoring by the State, has been modified.
K. Paragraph 11, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
L. Paragraph 13, Debarment and Suspension, has been modified.
M. Paragraph 15, Employment Eligibility Verification, has been modified.
N. Paragraph 19, Insurance, has been modified.
O. Paragraph 22, Order of Precedence; Incorporation by Reference, has been modified.
P. Paragraph 25, Termination for Convenience, has been modified.
Q. Paragraph 27, Remedies Not Impaired, has been added.
R. Paragraph 28, Remedies for Noncompliance, has been added.
S. Paragraph 29, Severability, has been added.
T. Paragraph 30, Survival, has been added.
U. Paragraph 31, Wavier of Rights, has been added.
V. Paragraph 32, Federal and State Third-Party Contract Provisions, has been modified.
W. Paragraph 33, Provisions Applicable to Grants with tax-funded State Educational Institutions, has been deleted.

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 Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant Agreement, the Subrecipient attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Agreement to Use Electronic Signatures

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

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

City of Fort Wayne

DocuSigned by:
By: Patrick Zaharako
57044512C274434...

Title: City Engineer/Flood Control Mngr

Date: 7/24/2024 | 14:12 EDT

Indiana Department of Homeland Security

DocuSigned by:
By: Justin Guedel
CC18D204A2AA4D3...

Title: General Counsel

Date: 7/25/2024 | 14:58 EDT

Electronically Approved by: Department of Administration By: (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: (for) Joseph M. Habig, Acting State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: (for) Theodore E Rokita, Attorney General

Exhibit A – Scope of Work and Project Budget

Project Schedule

Description Of Task	Start	Unit of Time	Duration	Unit of Time	Work Completed By
Pre-Grant Award	1	Months	1	Months	Maumee River Basin Commission
Appraisals & Title Search	2	Months	3	Months	Maumee River Basin Commission
Order Appraisals and Title Searches	2	Months	3	Months	Maumee River Basin Commission
Review Appraisals and Title Search	3	Months	1	Months	Maumee River Basin Commission
Prepare & Present Offer to Purchase	4	Months	3	Months	MRBC, MRBC Attorney, Title Company and City of Fort Wayne
Real Estate Closing	8	Months	16	Months	MRBC, MRBC Attorney, Title Company and City of Fort Wayne
Environmental Assessments & Remediation	10	Months	16	Months	Environmental Abatement Consultant and City of Fort Wayne
Demolition & Site Restoration	10	Months	20	Months	Demolition Contractor
Closeout Project	28	Months	2	Months	Maumee River Basin Commission
Final Inspection of Sites	29	Months	2	Months	IDHS Mitigation
Project Closeout & Administrative Fees	30	Months	6	Months	IDHS Mitigation
Estimate the total duration of the proposed activity:			36	MONTHS	

Notwithstanding the above project schedule, the Sub-recipient shall complete the project by no later than the expiration date of this Agreement.

Project Budget

Item Name	Grant Budget Class	Subgrant Budget Class	Unit Quantity	Unit of Measure	Unit Cost ($)	Cost Estimate ($)
Project Management, Title Searches, Appraisals, Legal	Contractual	Contractual	1	Each		$ -
Environmental Assessments, Asbestos Remediation	Contractual	Contractual	1	Each		$ -
Demolitions, Site Restorations, and Administrative Work	Contractual	Contractual	1	Each	$603,000.00	$ 603,000.00
Project Management, Title Searches, Appraisals, Legal	Contractual	Contractual	1	Each		$ -
Environmental Assessments, Asbestos Remediation	Contractual	Contractual	1	Each		$ -
Demolitions, Site Restorations, and Administrative Work	Contractual	Contractual	1	Each	$ 958,205.95	$ 958,205.95
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -

Total Project Cost:	$ 1,561,205.95
75% Federal Share:	$ 1,170,904.46
25% Local Share:	$ 390,301.49

The above project budget does not include any non-eligible costs of this Project.
The sub-recipient is responsible for 100% of all non-eligible costs.

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Exhibit A Scope of Work

Acquisition/Demolition Property List

The Subrecipient will acquire some or all of the following properties:

Property Owner	Property Address	City	Parcel #
Denise Cordell	2122 Brown Street	Ft. Wayne	02-12-09-252-005.000-074
Alma Collins	2113 Strathmore Street	Ft. Wayne	02-12-09-402-013.000-074
Adam E. and Danielle Schafianski	6931 Woodbrook Drive	Ft. Wayne	02-08-18-253-008.000-072
Westland Marketing, LLC	506 Edgerton Street	Ft. Wayne	02-12-03-355-001.001-074
Westland Marketing, LLC	506 Edgerton Street	Ft. Wayne	02-12-03-355-001.000-074
Westland Marketing, LLC	510 Edgerton Street	Ft. Wayne	02-12-03-355-002.000-074

Docusign Envelope ID: CDD8769B-7F1A-4D3E-BEAF-7B7B9EB7B364

Exhibit B – Hazard Mitigation Grant Program Deed Restrictions

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and [the local government], ("the Grantee"), its successors and assigns:

WHEREAS, the Hazard Mitigation Grant Program ("HMGP"), authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("Stafford Act") (42 U.S.C. § 5170c), including the HMGP Post Fire program authorized by Sections 404 and 420 of the Stafford Act (42 U.S.C. §§ 5170c and 5187), provides federal financial assistance, in any area affected by a major disaster or for which assistance was provided under Section 420, for hazard mitigation measures;

WHEREAS, the hazard mitigation assistance grant programs provide a process for a local government, through a State or Tribe, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain and structures at risk of harm form natural disaster hazards, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the State of Indiana through the Indiana Department of Homeland Security ("State") has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a Hazard Mitigation Assistance grant program with FEMA dated April 6, 2020, and herein incorporated by reference; making it a Hazard Mitigation Assistance grant program grantee;

Whereas, the Property is located in [Village/City/County], and [Village/City/County] participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the [local government], acting by and through the [local government] Board, has applied for and been awarded federal funds pursuant to an agreement with the State of Indiana, Indiana Department of Homeland Security dated [date] ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the Hazard Mitigation Assistance grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity to protect and preserve natural floodplain values, and to mitigate risks from natural disaster hazards;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor

recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with applicable FEMA guidance for open space acquisition under Hazard Mitigation Assistance.

b. Structures. No new structures or improvements shall be erected on the Property other than:
   i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
   ii. A public rest room; or
   iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

   Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator (*see* 44 C.F.R. § 80.19(a)(3)).

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

   i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section and the provisions of 44 C.F.R. Part 80, and documentation of its status as a qualified conservation organization if applicable.

   ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

   iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of section 1, and the provisions of 44 C.F.R. Part 80, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on September 30, the Grantee (Hazard Mitigation Assistance grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (Hazard Mitigation Assistance grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, Grantee or current holder of the property interest;

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Grantor's Name (printed or typed) _____

Grantor's Title _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Exhibit C – Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5- 11-1-4. This is done through Gateway which is an on-line electronic submission process.
   a. There is no filing fee to do this.
   b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
   c. The E-1 electronical submission site is found at https://gateway.ifionline.org/login.aspx
   d. The Gateway User Guide is found at https://gateway.ifionline.org/userguides/E1guide
   e. The State Board of Accounts may request documentation to support the information presented on the E-1.
   f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.

2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs

3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Exhibit D - Federal Requirements

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

1. **Subrecipient Acknowledgments, Assurances, Disclosures, and Practices.** All Subrecipients and any contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. In particular,

   A. The Subrecipient must cooperate with any compliance reviews or compliance investigations conducted by DHS.

   B. The Subrecipient must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, or other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

   C. The Subrecipient must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. The State may do this on your behalf.

   D. The Subrecipient must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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

   F. The Subrecipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the State and FEMA.

   G. The Subrecipient shall not use the federal award to sue the federal government or any other government entity.

   H. The Subrecipient shall not use the funds as matching funds for any other State or federal award or as a match for a cooperative agreement.

   I. The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as required by 2 CFR § 200.318(c)(1). No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

   Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

J. The Subrecipient shall comply with the federal Procurement Standards established under 2 CFR § 200, Subpart D, 2 CFR §§ 200.317 through 200.326 and adopted by DHS as 2 CFR Part 3002.

K. As required by 2 CFR § 200.326, in addition to all other provisions required by DHS and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

L. Subrecipients must comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local permits and clearances may jeopardize Federal funding. If ground disturbing activities occur during construction, Subrecipients must immediately notify the State and continue to monitor the ground disturbance. If any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

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

2. **United States Department of Homeland Security Standard Terms and Conditions.** The 2020 US DHS Standard Term and Conditions, Version 10.1 (dated Dec 31, 2019) apply to all the Hazard Mitigation Grant Program awards under disaster declaration FEMA-4515-DR-IN. These terms and conditions flow down to the Subrecipient unless a particular award term or condition specifically indicates otherwise Though not exhaustive, the Subrecipient shall comply with the following US DHS conditions:

A. Acknowledgment of Federal Funding from DHS.

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

B. Activities Conducted Abroad.

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.

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

D. Americans with Disabilities Act of 1990.

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 USC §§ 12101-12213), which prohibits Subrecipients 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.

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

DHS financial assistance Subrecipients must complete either the Office of Management and Budget ("OMB") Standard From 424B Assurances – Non-Construction Programs, or OMB

Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office ("DHS FOA") may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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

F. Best Practices for Collection and Use of Personally Identifiable Information (PII).

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information ("PII") as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

G. Civil Rights Act of 1964 – Title VI.

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 USC § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Civil Rights Act of 1964 are set forth at 6 CFR § 21 and 44 CFR § 7.

H. Civil Rights Act of 1968.

Subrecipients must comply with Title VII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 USC § 3601 *et seq.*), which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the US Department of Housing and Urban Development at 24 CFR § 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. See 24 CFR § 100, Subpart D.

I. Copyright.

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

J. Debarment and Suspension.

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 CFR § 180 as adopted by DHS at 2 CFR § 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

K. Drug-Free Workplace Regulations.

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

L. Duplication of Benefits.

Any cost allocable to a particular federal financial assistance award provided for in 2 CFR § 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

M. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 USC § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 CFR § 17 and 44 CFR § 19.

N. Energy Policy and Conservation Act.

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

O. False Claims Act and Program Fraud Civil Remedies.

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

P. Federal Debt Status.

Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Q. Federal Leadership on Reducing Text Messaging while Driving.

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

R. Fly America Act of 1974.

Subrecipients must comply with Preference for US Flag Air Carriers: (air carriers holding

certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

S. Hotel and Motel Fire Safety Act of 1990.

Subrecipients, in accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, Pub. L. No. 101-391 (codified as amended at 15 USC § 2225a),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 Section 29 of the Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498 (codified as amended at 15 USC § 2225).

T. Limited English Proficiency (Civil Rights Act of 1964, Title VI).

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 USC § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

U. Lobbying Prohibitions.

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

V. National Environmental Policy Act.

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 USC § 4321 *et seq.*) ("NEPA") and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR § 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual US DHS programs.

X. Non-Supplanting Requirement.

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been

budgeted for the same purpose through non-federal sources.

Y. Notice of Funding Opportunity Requirements.

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

Z. Patent and Intellectual Property Rights.

Subrecipients are subject to the Bayh-Dole Act, 35 USC § 200 *et seq*, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 CFR § 401 and the standard patent rights clause located at 37 CFR § 401.14.

AA. Rehabilitation Act of 1973.

Subrecipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 USC § 794), 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.

BB. Reporting of Total Compensation of Executives.

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

1) In the Subrecipient's preceding fiscal year, the Subrecipient received:

   a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

   b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the US Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm to determine if the public has access to the compensation information.)

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

Definitions. For purposes of this award term:

a. *Entity* means all of the following, as defined in 2 CFR § 25:

   1) A governmental organization, which is a state, local government, or Indian tribe.

   2) A foreign public entity.

   3) A domestic or foreign nonprofit organization.

   4) A domestic or foreign for-profit organization.

   5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

b. *Executive* means officers, managing partners, or any other employees in management positions.

c. *Subaward* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

   1) The term does not include the Subrecipient's procurement of property and services needed to carry out the project or program.

   2) A subaward may be provided through any legal agreement, including an agreement that a Subrecipient considers a contract.

d. *Subrecipient* means an entity that:

   1) Receives a subaward from the recipient under this award; and

   2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

e. *Total compensation* means the cash and noncash dollar value earned by the executive during the Subrecipient's preceding fiscal year and includes the following (See 17 CFR § 229.402(c)(2)):

   1) Salary and bonus.

   2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

   3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

   4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

   5) Above-market earnings on deferred compensation which is not tax-qualified.

   6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

CC. SAFECOM.

Subrecipients receiving federal financial assistance 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.

DD. Terrorist Financing.

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

EE. Trafficking Victims Protection Act of 2000 (TVPA).

Trafficking in Persons.

1. **Provisions Applicable to a Subrecipient that is a Private Entity.**

   a. Subrecipients and Subrecipients' employees may not

      1) Engage in severe forms of trafficking in persons during the period the award is in effect.

      2) Procure a commercial sex act during the period that the award is in effect.

      3) Use forced labor in the performance of the award or subawards under the award.

   b. DHS may unilaterally terminate this award, without penalty, if a Subrecipient that is a private entity

      1) Is determined to have violated a prohibition in paragraph 1.a. of this award term; or

      2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a. of this award term through conduct that is either

         a. Associated with performance under this award; or

         b. Imputed to Subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR § 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented at 2 CFR § 3000.

2. **Provision Applicable to Subrecipient other than a Private Entity**

   DHS may unilaterally terminate this award, without penalty, if a Subrecipient that is a private entity

   a. Is determined to have violated an applicable prohibition in paragraph 1.a. of this award term; or

   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term

through conduct that is either

1) Associated with performance under this award; or

2) Imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR § 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR § 3000.

3. Provisions Applicable to Any Subrecipient

a. Subrecipient must inform DHS immediately of any information received from any source alleging a violation of a prohibition in a paragraph 1.a of this award term.

b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:

1) Implements TVPA, Section 106(g) as amended by 22 USC 7104(g)), and

2) Is in addition to all other remedies for noncompliance that are available to us under this award.

c. Subrecipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

a. *Employee* means either:

1) An individual employed by a Subrecipient who is engaged in the performance of the project or program under this award; or

2) Another person engage in the performance of the project or program under this award and not compensated by the Subrecipient, but not limited to, a volunteer or individual whose services are contributes by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. *Forced labor* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25. It includes:

1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

2) A for-profit organization.

d. *Severe forms of trafficking in persons, commercial sex act,* and *coercion* are defined in TVPA, Section 103, as amended in 22 USC § 7102.

FF. Universal Identifier and System of Award Management

1. **Requirements for System for Award Management**

Unless the Subrecipient is exempted from this requirement under 2 CFR § 25.110, the Subrecipient must maintain the currency of their information in the SAM until the Subrecipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the Subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the Subrecipient's information or another award term.

2. **Definitions**

For purposes of this award term:

a. *System for Award Management (SAM)* means the federal repository into which an entity must provide information required for the conduct of business as a Subrecipient. Additional information about registration procedures may be found on SAM.gov.

b. *Unique Entity Identifier (UEI)* means the identifier required for SAM registration to uniquely identify business entities.

c. *Entity:* means all of the following, as defined at 2 CFR § 25, Subpart C:

1) A governmental organization, which is a state, local government, or Indian Tribe;

2) A foreign public entity;

3) A domestic or foreign nonprofit organization;

4) A domestic or foreign for-profit organization; and

5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

d. *Subaward* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.

1) The term does not include the Subrecipient's procurement of property and services needed to carry out the project or program. (See 2 CFR § 200.330.)

2) A subaward may be provided through any legal agreement, including an agreement that a Subrecipient considers a contract.

e. *Subrecipient* means an entity that:

1) Receives a subaward from the recipient under this award; and

2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

GG. USA Patriot Act of 2001.

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 USC §§ 175–175c.

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

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

II. Whistleblower Protection Act.

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

DIGEST SHEET

Department: Flood Control

Resolution Number:

Title of Ordinance: FFY20 Hazard Mitigation Grant Program

Amount of Contract:
Grant Agreement with Indiana Department of Homeland Security
$1,561,205.95 of which $390,301.49 is locally funded

Description of Project (Be Specific): Voluntary purchase of up to 3 homes and one commercial property to mitigate potential flooded properties.

What Are The Implications If Not Approved: Loss of grant funds and continued danger to home flooding and continued use of public funds for flood protection

If Prior Approval Is Being Requested, Justify: N/A

Additional Comments: N/A

BILL NO. S-24-08-17

REPORT OF COMMITTEE ON PUBLIC WORKS

September 10, 2024

Nathan Hartman Chair

Geoff Paddock Co-Chair

All Council Members

An Ordinance approving FFY20 Hazard Mitigation Grant Program between the Indiana Department of Homeland Security and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a grant of $1,561,205.95 for the voluntary purchase of up to three homes and one commercial property to mitigate potential flooded properties

COMMITTEE ON PUBLIC WORKS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

COUNCIL MEMBER	DO PASS	DO NOT PASS	ABSTAIN
BENDER			
BOOKER			
CHAMBERS			
ENSLEY			
FREISTROFFER			
HARTMAN			
JEHL			
MYERS			
PADDOCK			

LANA R. KEESLING
CITY CLERK

Public Hearing Date: N/A
Read the first time in full and on motion by Councilperson Hartman.
Read the second time by title and referred to the Public Works Committee.
Read the third time in full and on motion by Councilperson Hartman, placed on passage by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT
BENDER	☒	☐	☐	☐
BOOKER	☒	☐	☐	☐
CHAMBERS	☒	☐	☐	☐
ENSLEY	☒	☐	☐	☐
FREISTROFFER	☒	☐	☐	☐
HARTMAN	☒	☐	☐	☐
JEHL	☒	☐	☐	☐
MYERS	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐

DATED: September 10, 2024

Lana R. Keesling
LANA R. KEESING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-24-08-17 on the 10th day of September , 2024

ATTEST:

Lana R. Keesling
LANA R. KEESLING
CITY CLERK

Thomas J. Freistroffer
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th of September 2024, at the hour of 8:55 o'clock A.M. E.S.T.

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 11th day of Sept. 2024, at the hour of 10:16 o'clock a.m. E.S.T.

FORT WAYNE, INDIANA
RECEIVED
SEP 11 2024
LANA R. KEESLING
CITY CLERK

SHARON TUCKER, MAYOR