



# GRANT AGREEMENT

State Form 56448 (12-17) / PA103

INDIANA DEPARTMENT OF HOMELAND SECURITY / PUBLIC ASSISTANCE PROGRAM



Title: Public Assistance Grants	CFDA Number 97.036
Federal Declaration Number	Public Assistance Identification Number <i>(filled in by IDHS)</i>

### SUB-RECIPIENT (APPLICANT) ORGANIZATION INFORMATION

Applicant Organization Name			
Street Address <i>(number and street)</i>			
City	State	ZIP Code	County
Federal Employer Identification Number (FEIN)		Data Universal Numbering System (DUNS) Number	
System for Award Management (SAM) Registration Expiration Date <i>(month, day, year)</i>		Fiscal Year Start Date <i>(month, day, year)</i>	

### SUB-RECIPIENT'S (APPLICANT'S) AGENT INFORMATION

Name	Title		
Organization Name			
Street Address <i>(number and street)</i>			
City	State	ZIP Code	E-Mail Address
Business Telephone Number	Cellular Telephone Number		Fax Number

### TYPE OF SUB-RECIPIENT (APPLICANT)

Check appropriate type of applicant organization.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> State Government    | <input type="checkbox"/> Municipal Government | <input type="checkbox"/> Higher Education Institution |
| <input type="checkbox"/> County Government   | <input type="checkbox"/> School District      | <input type="checkbox"/> Native American Tribe        |
| <input type="checkbox"/> Township Government | <input type="checkbox"/> Special District     | <input type="checkbox"/> Private Non-Profit           |

### GRANT CONDITIONS

As the authorized representative of the Sub-Recipient, I agree and certify that the Sub-Recipient:

- Understands that any funding provided by this Grant is being provided under the Public Assistance Program, as authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288, as amended). Grant funding may only be used for eligible work and costs approved by the Federal Emergency Management Agency (FEMA).
- Has the legal authority to apply for Federal Assistance, and the institutional, managerial and financial capability to ensure proper planning, management and completion of work for which funding is being provided under the Grant.
- Is not applying for disaster assistance for which it is receiving duplicate benefits for the same loss from another funding source.
- Will comply with all applicable Federal and State laws, regulations and policies.
- Will comply with the procurement and contracting provisions in 2 CFR §200.317 - 200.332
- Will comply with all written guidance issued by the State of Indiana related to the Grant. This guidance includes, but is not limited to, the Public Assistance Program and Policy Guide (PAPPG). The Indiana Department of Homeland Security (IDHS), as Recipient of the Public Assistance Program for the State of Indiana, shall serve as interpreter of all guidance under the Program and has the authority to take any action necessary to bring the Applicant into compliance with Program requirements.
- Will provide all necessary forms, documentation, and information as required or requested by IDHS to administer the Public Assistance Program

**GRANT AGREEMENT (continued)**

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8. Understands that all payments under the Grant will be made in accordance with 44 CFR § 206.204
9. Understands that the performance period for the Grant is defined by the project completion deadlines included in 44 CFR §206.204.
10. Will submit a quarterly progress report to IDHS by the fifteenth (15th) day of January, April, July and October for all grants.
11. Will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA) for reporting the names and compensation amounts for the top five (5) executives of your organization, if during your organization's preceding completed fiscal year, your organization received 1) Eighty percent (80%) or more of your organization's annual gross revenues are in US Federal Contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements, and 2) \$25,000,000 or more in annual gross revenues from US Federal contracts, subcontracts, loan, grants, subgrants, and/or cooperative agreements, and the public does not have access to the informatin about the compensation of executives in your organization through periodic reports filed under section 13(a) or 15(d) ofthe Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.
12. Will give FEMA, the Comptroller of the United States and the State of Indiana access and right to examine all records, books, papers, or other documents related to the Grant and will establish a proper accounting system in accordance with generally accepted accounting principals.
13. Will not enter into a contract with a contractor who is on any federal or state debarred contractor list.
14. Will comply with the Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of higher education, hospitals and other non-profit organizations.
15. Will comply with the provisions of the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F).
16. Will comply with all federal and state laws and regulations relating to non-discrimination.
17. Will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 327-333).
18. The Sub-Recipient is aware of and will comply with cost-sharing requirements of federal and state disaster assistance. These cost-share requirements also apply to Direct Federal Assistance; i.e. USACE debris removal, etc.
19. The Sub-Recipient will return to the State, within fifteen (15) days of such request by the Governor's Authorized Representative, any funds which are not supported by audit or other federal or state review of documentation maintained by the Sub-Recipient.
20. The Sub-Recipient will comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.
21. The Sub-Recipient will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services and to contracts for repair of restoration of public facilities.
22. The Sub-Recipient will comply with all federal and state statues and regulations relating to nondiscrimination.
23. The Sub-Recipient will **not** enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
24. The Sub-Recipient will **not** enter into a cost-plus-percentage-of-cost contracts for completion of disaster restoration of repair work.
25. The Sub-Recipient will comply with the flood insurance purchase requirements of the Flood Disaster Protections Act of 1973 which may require purchase of flood insurance for some costs over \$5,000.

**CERTIFICATION**

The sub-recipient certifies they have read and will comply with the grant conditions, and the information provided in the grant agreement in accurate and true.

Sub-Recipients Authorized Representative	Printed Name and Title	Date (month, day, year)
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