

## **2008 INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT PROGRAM Additional Federal and State Requirements**

The requirements in this document provide a summary of some of the key federal and state requirements which apply to these grant funds.

1. **Federal Guidance Document:** The Sub-grantee must comply with all applicable provisions in the U.S. Department of Homeland Security guidance document titled “Fiscal Year 2008 Interoperable Emergency Communications Grant Program: Guidance and Application Kit, June 2008.” A copy of this guidance document is available from the following U.S. Department of Homeland Security website: <https://www.rkb.us/mel.cfm?subtypeid=549>.
2. **Federal Regulations:** The Sub-grantee shall comply with the most recent version of the following Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to U.S. DHS grants are listed below:
  - A. Administrative Requirements:
    - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Governments
    - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
  - B. Cost Principles:
    - 2 CFR Part 225, Cost Principles For State, Local, and Indian Tribal Governments (OMB Circular A-87)
    - 2 CFR Part 220, Cost Principles For Educational Institutions (OMB Circular A-21)
    - 2 CFR Part 230, Cost Principles For Non-profit Organizations (OMB Circular A-122)
  - C. Audit Requirements:
    - OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.
3. **Federal Assurances and Special Conditions:** The Sub-grantee shall comply with the requirements in the Grant Award and Special Conditions in **Attachment A** of this document and the applicable federal Assurances in **Attachment B** of this document. Both Attachment A and Attachment B are fully incorporated herein.
4. **Federal Procurement and Contracting Requirements:** A Sub-grantee is required to follow its own procurement procedures **as long as those procedures meet or exceed the federal procurement standards established in 44 CFR 13.36**. A summary of some of these federal procurement standards is included in **Attachment C** of this document, and is fully incorporated herein.
5. **Interest Income:** A Sub-grantee shall promptly, but at least quarterly, remit interest earned on advanced grant funds to the U.S. Department of Homeland Security. The Sub-grantee may keep interest earned, up to \$100 per fiscal year for administrative expenses.
6. **Applicability and Transfer of Requirements to Subawardees:** If the Sub-grantee subawards funds provided under the Agreement to another eligible entity or purchases equipment or other property with these funds and transfers the title of the equipment or other property to another eligible entity; the Sub-grantee shall do so through a sub-grant agreement or other contractual instrument that makes the entity that is the recipient of the funds, equipment, or property legally obligated to comply with all of the applicable terms and conditions contained in or referenced by the Agreement that are applicable to the Sub-grantee.
7. **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 grant funds, the Sub-grantee must comply with the following requirements:

- A. Maintain records that include the following:
    - i. A description of the property;
    - ii. Manufacturer's serial number or other identification number;
    - iii. Source of the property;
    - iv. Identification of the title holder;
    - v. Acquisition date;
    - vi. Cost of the property;
    - vii. Percentage of Federal participation in the cost of the property;
    - viii. Location of the property;
    - ix. If the property was assigned to an individual, the name and title of the individual to which the property was assigned;
    - x. Use of the property;
    - xi. Condition of the property; and
    - xii. The ultimate disposition of the property, including the date of disposal and sale price.
  - B. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. 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.
  - C. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
  - D. The Sub-grantee shall take a physical inventory of the property and the result reconciled with the property records at least once every two (2) years. 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 Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property.
  - E. For all property having an acquisition cost of over \$5,000, acquired in whole or in part with funds provided under the Agreement, the Sub-grantee must also comply with the applicable federal requirements pertaining to equipment in 44 CFR 13.32.
  - F. The Sub-grantee shall not dispose of any property acquired in whole or in part with funds provided under this Agreement, except in accordance with 44 CFR 13.32(e), if applicable, and any applicable state and local laws, rules and regulations.
  - G. The Sub-grantee agrees to the following:
    - i. The equipment and any required support personnel shall be made available to the State of Indiana if requested as part of a state incident response.
    - ii. The equipment shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the equipment shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
    - iii. Personal use of the equipment is not permitted.
  - H. If a Sub-grantee fails to comply with any part of this provision; the Sub-grantee may be required to repay to the State some or all of the funds provided to the Sub-grantee under the Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Sub-grantee's ability to obtain future grants from the State.
  - I. These requirements are on-going and survive the expiration or termination of the Agreement and will remain in effect until the property is disposed of in accordance with the Agreement and applicable federal regulations.
8. **Hatch Act:** The Sub-grantee must comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or part with federal funds (Coverage is not dependent on the source of an employee's salary, nor is it dependent upon whether the employee actually administers the funds or has policy duties with respect to them). State and local employees subject to the Hatch Act continue to be covered

while on vacation leave, annual leave, sick leave, leave without pay, administrative leave or furlough.

- **Political Do's and Don't's For State and Local Employees:** An individual principally employed by a state or local executive agency in connection with a program financed in whole or in part by federal loans or grants.

Allowed Political Activity	Prohibited Political Activity
May be a candidate for public office in a nonpartisan election	May not be a candidate for public office in a partisan election
May campaign for and hold elective office in political clubs and organizations	May not use official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office
May campaign for and hold elective office in political clubs and organizations	
May actively campaign for candidates for public office in partisan and nonpartisan elections	May not directly or indirectly coerce contributions from subordinates in support of a political party or candidate
May contribute money to political organizations or attend political fundraising functions	
May participate in any activity not specifically prohibited by law or regulation	

- An election is partisan if any candidate for an elective public office is running as a representative of a political party whose presidential candidate received electoral votes at the preceding presidential election.

The Office of the Special Counsel is responsible for investigating reports or complaints of Hatch Act violations by covered employees of state and local governments. (<http://www.osc.gov/hatchact.htm>)

9. **Additional Federal Requirements:** The following are some federal requirements contained in the Guidance Document or the Special Conditions:

A. **Prohibited Use of Federal Funds.** No federal funds can be used, 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 FEMA.

B. **Compliance with Federal civil rights laws and regulations.** The Sub-grantee is required to comply with Federal civil rights laws and regulations. A Sub-grantee is required to provide information, as required, to the State or the U.S. DHS Office for Civil Rights and Civil Liberties concerning its compliance with these laws and their implementing regulations. Specifically, the Sub-grantee is required to provide assurances as a condition for receipt of Federal funds that its programs and activities comply with the following laws and their implementing regulations and is required to comply with these laws and regulations:

- **Civil Rights Act of 1964.** All recipients of financial assistance will comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- **Civil Rights Act of 1968.** All recipients of financial assistance will comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. §3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—*i.e.*, the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR Part 100.201).
- **Title IX of the Education Amendments of 1972 (*Equal Opportunity in Education Act*).** All recipients of financial assistance will comply with the requirements of Title IX of the

*Education Amendments of 1972* (20 U.S.C. §1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

- ***Age Discrimination Act of 1975.*** All recipients of financial assistance will comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- ***Americans with Disabilities Act of 1990.*** All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12101–12213).

If you have any additional questions or concerns regarding civil rights compliance, please feel free to contact the Office for Civil Rights and Civil Liberties by telephone at 866-644-8360, 866-644-8361 (TTY), or by email at [crcl@dhs.gov](mailto:crcl@dhs.gov).

- C. Services to limited English proficient (LEP) persons. (*Civil Rights Act of 1964, Title VI*).** All recipients of financial assistance will comply with the requirements of Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency*, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.
- D. Integrating Individuals with Disabilities into Emergency Planning; *Rehabilitation Act of 1973*.** All recipients of financial assistance will comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. §794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. For additional detailed information, please refer to the following:
- **FEMA Office of Disability Integration and Coordination.** There are many useful tools available through this office at <http://www.fema.gov/about/odic>.
  - **Guidelines for Accommodating Individuals with Disabilities in Disaster.** These Guidelines are available at <http://www.fema.gov/oer/reference/>.
  - **Disability and Emergency Preparedness Resource Center.** The —Resource Center is available at <http://www.disabilitypreparedness.gov>.
  - **ADA Best Practices.** The Civil Rights Division within the U.S. Department of Justice provides a resource entitled —the Americans with Disabilities Act (—ADA) Best Practices Toolkit for State and Local Governments. The ADA Best Practices Toolkit for State and Local Governments is available at <http://www.ada.gov/pcatoolkit/toolkitmain.htm>.
- E. Environmental Planning and Historic Preservation Compliance.** A broad category of projects are subject to federal Environmental and Historic Preservation (EHP) Program requirements, including projects that involve construction, projects that would modify or renovate existing structures, projects to install equipment or security measures in existing buildings or structures and some full-scale exercises. All recipients of financial assistance will comply with the

requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, U.S. DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application. For more information on FEMA's EHP requirements, Sub-grantee's should refer to:

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants;
- Information Bulletin 345, Programmatic Environmental Assessment;
- Information Bulletin 356, EHP Screening Form; and
- Information Bulletin 371, EHP Screening Form, Streamlined submission of Environmental and Historic Preservation (EHP) Review Packets and Narrowbanding EHP Requirements.

All of these Bulletins are available at: <http://www.fema.gov/government/grant/bulletins/>.

- F. Copyright.** The recipient acknowledges that GPD reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- G. Publication Statement and Equipment Marking.** The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- H. Assessments.** The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.



## ATTACHMENT A - AWARD AND SPECIAL CONDITIONS

Department of Homeland Security, FEMA

Grant Programs Directorate

September 17, 2008

Washington, D.C. 20531

Mr. Joseph Wainscott  
Indiana Department of Homeland Security  
302 West Washington Street  
E 208  
Indianapolis, IN 46204

Dear Mr. Wainscott:

I am pleased to inform you that the Grant Programs Directorate has approved the application for funding under the FY 2008 Interoperable Emergency Communications Grant Program in the amount of \$730,005 for Indiana Department of Homeland Security. Through this accord, the Indiana Department of Homeland Security will use grant funding in the amount of \$730,005 from the Fiscal Year (FY) 2008 Interoperable Emergency Communications Grant Program (IECGP) for costs related to improving local, tribal, regional, statewide, and national interoperable emergency communications, including communications in collective response to natural disasters, acts of terrorism, and other man-made disasters.

Funding will enable States, Territories, local units of government, and tribal communities to implement their Statewide Communication Interoperability Plans (SCIP) and align to the National Emergency Communications Plan (NECP) to further enhance interoperability. IECGP will also advance near-term priorities established by DHS deemed critical to improving interoperable emergency communications, consistent with goals put forth in the NECP. In FY 2008, IECGP has two priority groups: 1) Leadership and Governance; and 2) Common Planning and Operational Protocols, and Emergency Responder Skills and Capabilities.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, John Allen, Program Manager at (202) 786-9680;
- Financial and Payment Questions, Financial Accountability and Oversight Division (FAO) at (866) 927-5646, or send an email to [ask-OGO@dhs.gov](mailto:ask-OGO@dhs.gov).

Congratulations, and we look forward to working with you.

Sincerely,

W. Ross Ashley, III  
Assistant Administrator, Grant Programs Directorate

Enclosures



Department of Homeland Security FEMA  
Grant Programs Directorate

**Grant**

PAGE 1 OF 4

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Indiana Department of Homeland Security 302 West Washington Street E 208 Indianapolis, IN 46204		4. AWARD NUMBER: 2008-IO-T8-0025	
		5. PROJECT PERIOD: FROM 09/01/2008 TO 08/31/2010 BUDGET PERIOD: FROM 09/01/2008 TO 08/31/2010	
		6. AWARD DATE 09/17/2008	7. ACTION  Initial
1A. GRANTEE IRS/VENDOR NO. 356000162		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Interoperable Communications - Indiana		10. AMOUNT OF THIS AWARD \$ 730,005	
		11. TOTAL AWARD \$ 730,005	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Consolidated Appropriations Act, 2008, P.L. No. 110-161			
15. METHOD OF PAYMENT PAPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL W. Ross Ashley, III Assistant Administrator, Grant Programs Directorate		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Joseph Wainscott Executive Director	
17. SIGNATURE OF APPROVING DHS OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR 8 FUND CODE T BUD. ACT. IO DIV. OFC. 25 REG. 00 SUB. 00 POMS AMOUNT 730005		21. IO08V40056	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 4

PROJECT NUMBER 2008-IO-T8-0025

AWARD DATE 09/17/2008

*SPECIAL CONDITIONS*

1. The grantee and any subgrantee shall comply with all applicable laws, regulations and program guidance. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, including the guidance:
  - A. Administrative Requirements
    - 1) OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/07) (44CFR Part 13)
    - 2) OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)
  - B. Cost Principles
    - 1) OMB Circular A-87, State and Local Governments (05/10/04)
    - 2) OMB Circular A-21, Educational Institutions (5/10/04)
    - 3) OMB Circular A-122, Non-Profit Organizations (5/10/04)
  - C. Audit Requirements
    - 1) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)
2. Recipient understands and agrees that it cannot 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 GPD.
3. The grantee and subgrantee must comply with FEMA's codified regulation 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
4. The grantee and subgrantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
5. When implementing GPD-funded activities, the recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended.
6. The recipient acknowledges that GPD reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
7. The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 4

PROJECT NUMBER 2008-IO-T8-0025

AWARD DATE 09/17/2008

*SPECIAL CONDITIONS*

8. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
9. The recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for the same purposes.
10. The recipient agrees to submit quarterly financial reports on Standard Form SF 269A. These reports will be submitted within 30 days after the end of the calendar quarter, with a final report due 90 days following the end of the award period. The report shall be submitted in the Payment and Reporting System (PARS).

In accordance with Treasury regulations at 31 CFR Part 205, the Grantee shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. See 44 CFR, Part 13.21(i) regarding payment of interest earned on advances.

11. To the extent that recipients of a grant use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
12. As required by 2 CFR 215.25, the recipient shall notify GPD's program office of developments that have a significant impact on award-supported activities, including changes in key project staff. If key project staff has not been designated in the recipient's approved application, recipient must request approval prior to hiring.
13. Construction related activities are not permitted with funding from the FY 2008 Interoperable Emergency Communications Grant Program (IEGCP).

The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

14. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2008 Interoperable Emergency Communications Grant Program (IEGCP) Guidance and Application Kit. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the projects identified in the FY 2008 IECGP application.



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 4

PROJECT NUMBER 2008-IO-T8-0025

AWARD DATE 09/17/2008

*SPECIAL CONDITIONS*

15. The recipient must submit to GPD within 45 days of the grant award through the Initial Strategy Implementation Plan the funding to be allocated per project based upon the final grant award amounts and a certification that funds have been obligated to local units of government (to include the identification of sub-grantees and sub-award amounts). Failure to provide this information within 45 days may result in GPD withholding grant funds from further draw down. The recipient thereafter must update and submit this information to GPD on a semi-annual basis.



## Department of Homeland Security, FEMA

### *Grant Programs Directorate*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Jeffrey Hall, GPD NEPA Liaison

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for Indiana Department of Homeland Security

The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.



Department of Homeland Security  
 FEMA  
 Grant Programs Directorate

**GRANT MANAGER'S MEMORANDUM, PT. I:  
 PROJECT SUMMARY**

**Grant**

PROJECT NUMBER  
 2008-IO-T8-0025

PAGE 1 OF 1

This project is supported under Consolidated Appropriations Act, 2008, P.L. No. 110-161

1. STAFF CONTACT (Name & telephone number)

John Allen  
 (202) 786-9680

2. PROJECT DIRECTOR (Name, address & telephone number)

Caitlin Intermill  
 Branch Chief  
 302 West Washington Street  
 E 208  
 Indianapolis, IN 46204  
 (317) 233-8501

3a. TITLE OF THE PROGRAM

FY 08 Interoperable Emergency Communications Grant Program

3b. POMS CODE (SEE INSTRUCTIONS  
 ON REVERSE)

4. TITLE OF PROJECT

Interoperable Communications - Indiana

5. NAME & ADDRESS OF GRANTEE

Indiana Department of Homeland Security  
 302 West Washington Street E 208  
 Indianapolis, IN 46204

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 09/01/2008 TO: 08/31/2010

8. BUDGET PERIOD

FROM: 09/01/2008 TO: 08/31/2010

9. AMOUNT OF AWARD

\$ 730,005

10. DATE OF AWARD

09/17/2008

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Through this accord, the Indiana Department of Homeland Security will use grant funding in the amount of \$730,005 from the Fiscal Year (FY) 2008 Interoperable Emergency Communications Grant Program (IECGP) for costs related to improving local, tribal, regional, statewide, and national interoperable emergency communications, including communications in collective response to natural disasters, acts of terrorism, and other man-made disasters.

Funding will enable States, Territories, local units of government, and tribal communities to implement their Statewide Communication Interoperability Plans (SCIP) and align to the National Emergency Communications Plan (NECP) to further enhance interoperability. IECGP will also advance near-term priorities established by DHS deemed critical to improving interoperable emergency communications, consistent with goals put forth in the NECP.

In FY 2008, IECGP has two priority groups: 1) Leadership and Governance; and 2) Common Planning and Operational Protocols, and Emergency Responder Skills and Capabilities.

## ATTACHMENT B - ASSURANCES

OMB APPROVAL  
NUMBER 1121-0140

EXPIRES 06/30/2009

## STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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**ATTACHMENT C**  
**MAKING PURCHASES USING FEDERAL GRANT FUNDS**  
**Federal Procurement and Contracting Requirements**

**Federal Procurement and Contracting Requirements:** A Sub-grantee is required to follow its own procurement procedures **as long as those procedures meet or exceed the federal procurement standards** established in 44 CFR 13.36. A brief summary of some of these federal requirements is as follows:

**A. Procurement Methods (44CFR 13.36(d))**

**i. Small Purchase Procedure (44 CFR 13.36(d)(1))**

To purchase services and supplies of \$100,000 or less

- Relatively simple and informal method
- Cannot exceed simplified acquisition threshold of \$100,000
- Must obtain price or rate quotation from adequate number of qualified sources (usually 3)

- Awarded based on lowest documented price quote

**ii. Sealed Bids (Formal Advertising) (44 CFR 13.36(d)(2))**

- For sealed bidding to be feasible, all of the following conditions should be present (generally used for construction and debris removal contracts):

- A complete, adequate and realistic specification or description of project is available.
- Two or more responsible bidders are willing and able to compete effectively.
- Bids publicly solicited and advertised and a firm-fixed-price contract (lump sum or unit price) awarded
- The procurement lends itself to a firm fixed price contract.

- If the sealed bid procurement method is used, the following requirements are applicable:

- The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids.
- The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond.
- All bids will be publicly opened at the time and place prescribed in the invitation for bids.
- A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of
- Any or all bids may be rejected if there is a sound documented reason

- Contract awarded to the responsible bidder whose bid conforms with invitation for bid and whose bid is lowest in price

**iii. Competitive Proposals (44 CFR 13.36(d)(3))**

Generally used to purchase Architectural, engineering or professional and personal services when conditions are not appropriate for the use of sealed bids.

- Requests for proposals will be publicized and identify all evaluation factors and their relative importance.
- Any response to publicized requests for proposals shall be honored to the maximum extent practical.
- Proposals will be solicited from an adequate number of qualified sources.
- The Sub-grantee must have a method for conducting technical evaluations of the proposals received and for selecting awardees
- Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered
- The Sub-grantee may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in

procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

**iv. Noncompetitive (Sole Source) proposals (44 CFR 13.36(d)(4))**

The following conditions are applicable to all sole source or noncompetitive procurements:

- (1) **Competitive Procurement must be infeasible:** A noncompetitive procurement can only be used when the award of a contract is infeasible under small purchase order procedures, sealed bids or competitive proposals and one (1) of the following circumstances apply:
  - (A) The item is available only from a single source;
  - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - (C) The awarding agency (IDHS) authorizes noncompetitive proposals; or
  - (D) After solicitation of a number of sources, competition is determined inadequate.
- (2) **Cost analysis required:** Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- (3) **Awarding agency review may be required:** A Sub-grantee is required to submit the proposed procurement to IDHS for pre-award review (in accordance with 44 CFR 13.36(g)).]

**B. General Federal Procurement Standards (44 CFR 13.36(b)):**

- Contracts must be monitored by the Sub-grantee to assure compliance with terms, conditions and specifications of contracts or purchase orders.
- The Sub-grantee must maintain written code of standards governing award and administration of contracts (conflicts of interest, selection and award, etc.) and the Sub-grantee must comply with the applicable federal conflict of interest requirements established in 44 CFR 13.36(b)(3)
- The Sub-grantee will review proposed procurements to avoid unnecessary or duplicate purchases
- Intergovernmental agreements for procurement are encouraged
- Use of excess and surplus property is suggested when feasible
- Use of value engineering clauses in construction contracts of sufficient size is encouraged
- Contracts will be awarded only to responsible contractors possessing ability to perform
- Supporting documents must be maintained and include - rationale for method of procurement, selection of contract type, contractor selection or rejection and basis for contract price
- Use of time and material contracts is limited to situations where 1) no other contract is feasible, and 2) includes a ceiling price. (This must be documented)
- The Sub-grantee will have responsibility for settlement of all contractual and administrative issues arising out of procurements
- The Sub-grantee must have protest procedures to handle and resolve disputes relating to procurements

**C. Competition (44 CFR 13.36(c)):**

- All procurement transactions will provide full and open competition. Examples of restrictive competition include:
  - a. Unreasonable requirements on firms in order for them to qualify
  - b. Requiring unnecessary experience or excessive bonding
  - c. Noncompetitive awards to consultants on retainer
  - d. Organizational conflicts of interest
  - e. Specifying only brand name products
  - f. Any arbitrary action in the procurement process
- Geographical preferences in evaluation of bids is prohibited
- Written selection procedures must be in place for all procurements identifying all requirements firms must fulfill
- Ensure all pre-qualified lists of persons, firms or products are current and include enough qualified sources to ensure maximum open and free competition

**D. Affirmative Action (44 CFR 13.36(e)):**

- The Subgrantee will take all necessary affirmative action steps to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible

**E. Contract Cost and Price: (44 CFR 13.36(f))**

- The Sub-grantee must perform cost or price analysis in connection with every procurement action
- The Sub-grantee must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
- Costs and prices based on estimated costs will be allowable only to the extent that they are consistent with Federal cost principles.
- Cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

**F. State Review: (44 CFR 13.36(f))**

- The Sub-grantee must make available to the State technical specifications on proposed procurements and, on request, make pre award documents available i.e. requests for proposals or invitations for bids, independent cost estimates.
- Review is required in all cases when a Sub-grantee’s procurement procedure fails to comply with standards, procurement exceeds simple acquisition threshold and is awarded without competition or only one bid or offer is received, or is awarded to other than low bidder or brand name is specified.
- The Sub-grantee may request that its procurement system be reviewed to determine whether its system meets these standards, or the Sub-grantee may self-certify its procurement system

**G. Bonding Requirements: (44 CFR 13.36(h))**

For construction or facility improvement contracts exceeding \$100,000, the State may accept the Sub-grantee’s bonding policy and requirements. If such a determination has not been made, the following are minimum bonding requirements

- A bid guarantee from each bidder equivalent to five (5) percent of bid price
- A performance bond from contractor for 100% of contract price
- Payment bond of the part of the contractor for 100% of the contract price.

**H. Types of Contracts**

Lump sum:	Contract for work within a prescribed boundary with a clearly defined scope and total price
Unit price	Contract for work done on an item-by-item basis with cost determined on a unit basis
Cost + fixed fee	Either a lump sum or unit price contract with a fixed contractor fee added into price
Time & materials	Should be avoided, but may be allowed for work necessary immediately after disaster and after a determination that no other contract is suitable; include a cost ceiling or “not to exceed” provision [44CFR13. 36(b)(10)]
Cost plus % of cost	Not allowed by FEMA Regulations
Contingency	Not allowed by FEMA Regulations

**I. Contract Provisions: (44 CFR 13.36(i)) Contracts must contain these provisions:**

- Administrative, contractual or legal remedies in instances where contractors violate or breach contract terms—Contracts for more than \$100,000.
- Termination clause for cause and termination for convenience—Contracts for more than \$10,000.
- Compliance with Equal Employment Opportunity regulations—All construction contracts awarded in excess of \$10,000.
- Compliance with Anti-Kickback regulations—All contracts for construction or repair
- Compliance with Davis-Bacon Act –Construction contracts in excess of \$2,000
- Compliance with Contract Work Hours and Safety Standards Act—Construction contracts in excess of \$2,000, and in excess of \$2,500 for contracts which involve the employment of mechanics or laborers
- Notice of reporting requirements and regulations pertaining to reporting—All contracts
- Notice of requirements pertaining to patent rights—All contracts
- Notice of requirements pertaining to copyrights and rights in data—All contracts
- Access of any records by grantee, sub grantee, Federal grantor, Comptroller or any duly authorized representatives—All contracts
- Records must be retained for at least three years after final payments are made—All contracts
- Compliance with CAA, CWA, EPA regulations—Contracts in excess of \$100,000.

- Mandatory standards relating to energy efficiency—All contracts
- The Lobbying Certification—All contracts
- Federal Debarment and Suspension Requirements—All contracts
- Trafficking in Persons Requirements—All contracts
- U.S. Department of Homeland Security Specific Acknowledgements and Assurances.