

## AWARD AGREEMENT

**Contract #000000000000000000065882**

This Agreement (this "Agreement"), entered into by and between the Indiana Department of Homeland Security (the "State") and **Town of Munster** (the "Awardee"), jointly referred to as the "Parties," is executed pursuant to the terms and conditions set forth herein.

**Whereas**, Ind. Code § 10-15-3-12 established the Regional Public Safety Training Fund; and

**Whereas**, the Awardee is an entity described in Ind. Code § 10-15-3-12 and is eligible to receive an award from the Regional Public Safety Training Fund; and

**Whereas**, the Awardee has submitted an application.

In consideration of those mutual undertakings and covenants, the Parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Agreement is to enable the State to award funds of **\$8,093.84** to the Awardee for eligible costs related to providing regional and advanced training for public safety service providers described in **Exhibit A**. The Awardee must utilize the award in accordance with the statute governing such use of the fund and approved by the State.

The Awardee submitted a project request with associated budget and written training plan (the "Project") to the State. The funds received by the Awardee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with this Agreement and for no other purpose.

### FUNDING SOURCE:

State Funds: Regional Public Safety Training Fund, IC § 10-15-3-12

### 2. Representations and Warranties of the Awardee.

- A. The Awardee expressly represents and warrants to the State that it is statutorily eligible to receive these funds and that the information set forth in its request for funds is true, complete and accurate. The Awardee expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Project application.
- B. The Awardee certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any

federal or state department or agency. The term “principal” for purposes of this 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 Awardee.

### **3. Implementation of and Reporting on the Project.**

- A. The Awardee shall implement and complete the Project in accordance with the plans and specifications contained in its Project application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Awardee may request, in writing through a manner or application designated by the State, approval from the State to modify any expenditure requests it previously submitted to the State. The Awardee, however, may not request an increase to its funding amount in Clause 5 or an extension of the term in Clause 4 through this process. This request shall be submitted in the form and manner specified by the State. The Awardee must obtain this written approval from the State PRIOR to making an expenditure that has not been approved by the State.

**4. Term.** This Agreement commences on July 1, 2022 and shall remain in effect through June 30, 2023. Unless otherwise provided herein, it may be extended upon the written agreement of the Parties and as permitted by state or federal laws governing this award.

### **5. Funding.**

- A. The State shall fund this Agreement in an amount not to exceed **\$8,093.84**. The approved Project budget is set forth in **Exhibit A** of this Agreement, attached hereto and incorporated herein. The Awardee 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 Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of funds to the Awardee shall not be made until all documentary materials required by this Agreement have been received and approved by the State and this Agreement has been fully approved by the State.

### **6. Payment of Claims.**

- A. 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 Awardee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

- B. Prior to making a payment under this Agreement, the Awardee or the Awardee's fiscal agent must submit documentation to the State in a manner prescribed by the State that includes a receipt or other documentation demonstrating that the goods or services have been received by the Awardee, all equipment has been installed, if applicable, and the Awardee has paid for an approved expenditure. This request for reimbursement shall be submitted in the form and manner specified by the State and shall be accompanied by sufficient documentation to demonstrate that the expenditures were allowable expenditures.

Submitted requests shall include:

1. Receipt and/or invoice(s) dated within the term of this Agreement.
2. Proof of payment of submitted receipts and/or invoices.

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

- D. Claims shall be submitted to the State within fifteen (15) calendar days following the end of the quarter in which work was completed or class held in accordance with the Project. The State has the discretion, and reserves the right, to NOT pay any claims submitted more than fifteen (15) calendar days after the end of the quarter in which the work on or for the Project was performed. The State retains the right to withhold future disbursements in the event the Awardee fails to submit timely claims.

All final claims must be submitted to the State within forty-five (45) calendar days after the expiration or termination of this Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a quarterly basis only. If funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended funds must be returned to the State. See chart below.

Quarter	Quarter Duration	Timing for Request for Reimbursement shall be submitted by:
Quarter 1	July 1 through September 30	October 15
Quarter 2	October 1 through December 31	January 15
Quarter 3	January 1 through March 31	April 15
Quarter	April 1 through June 30	45 days from end of the quarter (This is

4		considered the close out period and should include Awardee's final claims)
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- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Awardee and not processed for payment. Failure to comply with the provisions of this Agreement may result in the denial of a claim for payment.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Awardee 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 and the actual expenditures of state funds expended to date on the Project are consistent with those set forth in the Project application and the terms and conditions of this Agreement;
- B. that Awardee 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 Agreement.

**8. Requirements Applicable to Property/Equipment Purchased Using Award 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 Agreement, the Awardee 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. State Contract number of the Agreement which provided the funding;
  8. Cost of the property;
  9. Physical location of the property;
  10. If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
  11. Use of the property;
  12. Condition of the property; and
  13. 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 Awardee 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 Awardee shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Awardee shall maintain this inventory information in a manner prescribed by the State and update it as necessary.
- 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 Awardee must submit a description of its control system when requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official 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 Awardee shall not dispose of any property acquired in whole or in part with funds provided under this Agreement, except in accordance with any applicable state and local laws, rules and regulations.
- F. The Awardee agrees to the following:
  - 1. The facility or equipment and any required support personnel shall be made available to the State of Indiana if requested for training purposes, subject to availability, at no cost to the State.
  - 2. The equipment shall be made available to other jurisdictions within the State of Indiana at the request of the State or other jurisdictions, so long as the equipment is available for use. Permission to use the equipment by the Awardee shall not be unreasonably withheld. The use of the equipment by other jurisdictions shall be addressed through inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
  - 3. Personal use of the equipment is not permitted.
- G. If an Awardee fails to comply with any part of this provision the Awardee may be required to repay to the State some or all of the funds provided to the Awardee under the Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Awardee's ability to obtain future awards from the State.
- H. 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 state and local laws, rules and

regulations.

**9. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

- A. The Awardee shall submit to an audit of funds paid through this Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this 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. If the Awardee is a “subrecipient” of federal grant funds under 2 C.F.R. 200.331, the Awardee 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).
- C. If the Awardee is a non-governmental unit, the Awardee 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 B** (Guidelines for Non-governmental Entities).

**10. Compliance with Laws.**

- A. The Awardee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Awardee to determine whether the provisions of this Agreement require formal modification.
- B. The Awardee 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 Awardee 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 Agreement, the Awardee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement.** If the Awardee is not familiar with these ethical requirements, the Awardee 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 Awardee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Awardee. In addition, the Awardee 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 Awardee certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Awardee agrees that any payments currently due to the State may be withheld from payments due to the Awardee. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Awardee is current in its payments and has submitted proof of such payment to the State.
- D. The Awardee 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 Awardee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Awardee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Awardee, the Awardee 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 Awardee warrants that the Awardee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Awardee 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 Awardee and any principals of the Awardee certify that:
    - (A) the Awardee, 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];



- (B) the Awardee will not violate the terms of IC § 24-4.7 for the duration of this Agreement, even if IC § 24-4.7 is preempted by federal law.
- (2) The Awardee and any principals of the Awardee certify that an affiliate or principal of the Awardee and any agent acting on behalf of the Awardee or on behalf of an affiliate or principal of the Awardee, 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 Agreement even if IC § 24-4.7 is preempted by federal law.

#### **11. Debarment and Suspension.**

- A. The Awardee certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State.
- B. The Awardee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Awardee 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 Agreement.

**12. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Awardee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Awardee will give written notice to the State within ten (10) days after receiving actual notice that the Awardee, or an employee of the Awardee 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 Agreement is in excess of \$25,000.00, the Awardee 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 Awardee'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 Awardee'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 Awardee 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.

**13. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Awardee hereby swears or affirms under the penalties of perjury that:

- A. The Awardee has enrolled and is participating in the E-Verify program;
- B. The Awardee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Awardee does not knowingly employ an unauthorized alien.
- D. The Awardee shall require its contractors who perform work under this Agreement to certify to Awardee 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 Awardee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

**14. 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 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.

**15. Governing Law.** This 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.

**16. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this grant 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.

**17. Insurance.** The Awardee shall maintain insurance with coverages and in such amount as may be required by the State.

**18. 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 Awardee 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 Awardee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

**19. 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:

Elizabeth Westfall  
Director of Field Operations  
Fire and Public Safety Training Academy  
Indiana Department of Homeland Security  
1610 Reeves Road  
Plainfield, IN 46168  
Phone: (317) 519-8976

Email: [ewestfall@dhs.in.gov](mailto:ewestfall@dhs.in.gov)

B. Notices to the Awardee shall be sent to:

Kevin Nowaczyk  
550 Fisher Street  
Munster, IN 46321  
Email: [knowaczyk@munster.org](mailto:knowaczyk@munster.org)  
Phone: 219-276-5957

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

**20. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, (2) this Agreement, (3) Exhibits prepared by the State, (4) the Awardee's Project on file with the State; and (5) Exhibits prepared by the Awardee. All of the foregoing are incorporated fully herein by reference.

**21. Public Record.** The Awardee acknowledges that the State will not treat this Agreement as containing confidential information and will post this 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 Agreement shall not be considered an act of the State.

**22. Termination for Breach.**

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Agreement may be considered a material breach, and shall entitle the State to suspend payments, and to suspend the Awardee's participation in State 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 or the budget may be deemed a breach. The Awardee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Agreement.

**23. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award, this Agreement may be terminated, in whole or in part, by the State 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 Awardee of a Termination Notice, specifying the extent to which such termination becomes effective. The Awardee shall be compensated for completion of the Project properly done 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 Awardee exceed the original amount awarded in this Agreement.

**24. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this award.

**25. Federal and State Third-Party Contract Provisions.** Deleted by agreement of the Parties.

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

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

**28. 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. Clause 1, Purpose of this Grant Agreement; Funding Source, has been modified.
- B. Clause 2, Representations and Warranties of the Awardee, has been modified.
- C. Clause 3, Implementation of and Reporting on the Project, has been modified.
- D. Clause 4, Term, has been modified.
- E. Clause 5, Funding, has been modified.
- F. Clause 6, Payment of Claims, has been modified.
- G. Clause 7, Project Monitoring by the State, has been modified.
- H. Clause 8, Requirements Applicable to Property/Equipment Purchased Using Award Funds, has been added.
- I. Clause 11, Debarment and Suspension, has been modified.
- J. Clause 16, Information Technology Accessibility Standards, has been modified.
- K. Clause 17, Insurance, has been modified.
- L. Clause 20, Order of Precedence; Incorporation by Reference, has been modified.
- M. Clause 22, Termination for Breach, has been modified.
- N. Clause 23, Termination for Convenience, has been modified.
- O. Clause 24, Travel, has been modified.
- P. Clause 25, Federal and State Third-Party Contract Provisions, has been deleted.
- Q. Clause 26, Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties, has been deleted.
- R. Clause 27, Severability, has been added.

**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, 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, the Grantee 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 Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract 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 Grantee 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.

MUNSTER, TOWN OF

Indiana Department of Homeland Security

By:

By:

Title:

Title:

Date:

Date:

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

**Exhibit A**

1. Roof Prop
2. Cut Tree Prop

In Process

## Exhibit B

### 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 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifonline.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](mailto: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=nPpqtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs)
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.