

# INDIANA SECURED SCHOOL SAFETY GRANT AGREEMENT

## EDS NUMBER: C44P-4-110B

This Indiana Secured School Safety Grant Agreement (this "Agreement") is made and entered into by and between the Indiana Department of Homeland Security, (hereinafter called the "State") and Board of School Trustees of the Center Grove Community School Corporation (hereinafter called the "Grantee"), for the purposes and subject to the terms and conditions agreed to herein.

### 1. Purpose of Agreement:

The purpose of this Agreement is to allow the State to make a grant from the Indiana Secured School Fund established under IC 10-21-1-2 (the "Fund") to the Grantee for the eligible costs of the Project (the "Project") as described in **Exhibit A** of this Agreement, attached hereto and fully incorporated herein.

### 2. Amount of Grant

This Agreement is for an amount not to exceed \$50,000.00. The total Project costs and match requirements are as follows:

Grant Award	\$50,000.00
Match	\$50,000.00
Total approved Project cost:	\$100,000.00

The Grantee shall provide the match required by this Agreement and as more specifically detailed by Exhibit A of this Agreement.

The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project in exclusively in accordance with the provisions contained in this Agreement and in IC 10-21-1, *et seq.*

### 3. Term of Agreement:

The term of this Agreement shall begin as of July 1, 2013 (the "Effective Date") and shall end June 30, 2015 (the "Expiration Date") unless earlier terminated as described in this Agreement.

### 4. Notice to Parties:

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

- A. State: Most notices, reports, invoices and receipts required by this Agreement shall be submitted to the State using the on-line Indiana Grants Management System (iGMS). Notices to the State required by Paragraph's 15 and 20 of the Agreement shall be sent to:

Grants Management Director  
Indiana Department of Homeland Security  
302 West Washington Street, Rm. E220  
Indianapolis, Indiana 46204

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

### 5. Payment Of Grant Funds By The State:

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

- A. This Agreement must have been executed by all signatories.
- B. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. No payments will be made in advance of the Grantee's receipt of the goods or services.
- C. The Grantee must have submitted to the State a receipt or other documentation demonstrating that the

goods or services have been received by the Grantee, all equipment has been installed, if applicable, and the Grantee has paid for an approved expenditure that is part of the Project. These records shall be submitted in the form and manner specified by the State and shall be accompanied by sufficient documentation to demonstrate to the State that the expenditures were allowable expenditures. In addition, each payment request submitted shall include the documentation for the required match amount corresponding to the payment amount requested. This payment request will not be processed until this match requirement has been met.

- D. The Grantee will not be reimbursed for purchases made, work done or services performed before the Effective Date or after the earlier of the Expiration Date of this Agreement or the Obligation Deadline established by Paragraph 6.B. of this Agreement.
- E. All payments are subject to the State's determination that the Grantee's performance conforms to the terms and conditions of this Agreement.
- F. Reimbursement of any expenditure is not a final State decision about the allowability of such cost and is not a waiver of any violation by the Grantee of the terms of this Agreement. If the State determines that the Grantee is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Grantee stating the reasons for the determination, and the Grantee shall return to the State any such excess amounts.

**6. Grantee's Duties and Responsibilities:**

- A. The Grantee shall be solely responsible for the proper design and implementation of the Project as described in Exhibit A of this Agreement. Although not expressly attached to this Agreement, the Grantee agrees to complete the Project in accordance with the information and specifications contained in its application as approved by the Indiana Secured School Safety Board. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement; (2) Application approved by the Indiana Secured School Safety Board; and (3) Exhibit A.
- B. The Grantee shall obligate the funds (which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts) by **December 31, 2014** (the "Obligation Deadline"). The Grantee shall liquidate (expend) the funds and submit a final report and documentation of expenditures made and request all reimbursements by **March 31, 2015**. The State has the discretion, and reserves the right, to NOT reimburse the Grantee for an expenditure that does not comply with both the obligation and liquidation requirements established in this paragraph. The Grantee may request, in writing, and the State may, at its sole discretion, provide written approval extending either of these deadlines.
- C. The Grantee shall submit to the State quarterly reports, due on the following schedule:

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

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

- D. Failure to complete the Project and expend grant, local and/or other funds in accordance with this Agreement may be considered a material breach of this Agreement and shall entitle the State to impose sanctions against the Grantee including, but not limited, to suspension of all grant payments, and/or suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all grant funds expended for activities that are not in the scope of the Project or the Budget.

**7. Project Budget and Budget Modification:**

The Grantee shall only use the funds provided under this Agreement for the itemized expenditures identified in Exhibit A of this Agreement and shall not spend more than the specified amount for each such itemized expenditure. The Grantee may request, in writing, approval from the State to modify the expenditures itemized or the amounts specified on 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. However, the State is not able to approve of any change to the Exhibit that does not conform to the application approved by the Secured School Safety Board. The Grantee must obtain this written approval from the State PRIOR to making an expenditure that is not in conformance with Exhibit A.

#### **8. Monitoring By the State:**

The State may conduct a monitoring review and evaluation of activities as deemed appropriate by the State. This provision survives the expiration or termination of this Agreement. The Grantee will effectively ensure the cooperation of the Grantee's employees in such monitoring and evaluation efforts. The Grantee will take all actions necessary to correct or cure any findings identified by the State during its monitoring and evaluation.

#### **9. Audits and Maintenance of Records:**

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

#### **10. Applicability and Transfer of Requirements to Subawardees**

If the 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 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 Grantee. An eligible entity is a school corporation or charter school that is member of the coalition that jointly applied for the grant.

#### **11. Equipment Purchased**

For all tangible, nonexpendable, personal property having a useful life of more than one year and having an acquisition cost of \$500 or more per unit and which is acquired in whole or in part with funds provided under this Agreement, the Grantee 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:
  - i. A description of the property;
  - ii. Manufacturer's serial number or other identification number;
  - iii. Source of the property (Name of Manufacturer, if new, Name and address of seller if used);
  - iv. Identification of the title holder;
  - v. Acquisition date;
  - vi. Cost of the property; and
  - vii. Location of the property;
- B. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, improper personal use or theft of the property. Any loss, damage, improper personal use or theft shall be investigated and fully documented and made a part of the official project records.
- C. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
- D. These requirements are on-going and survive the expiration or termination of this Agreement and will remain in effect until the third (3<sup>rd</sup>) anniversary of the property's acquisition date or until the property is properly disposed of in accordance with this Agreement and applicable state and local requirements, whichever date is earlier.

E. Personal use of the equipment is not permitted.

## **12. Termination of Agreement:**

- A. This Agreement may be suspended or terminated, in whole or in part, by the State whenever, for any reason, the State determines that such suspension or termination is in the best interest of the State. Suspension or termination shall be effected by delivery to the Grantee of a Suspension or Termination Notice, specifying the extent to which such suspension or termination becomes effective.
- B. Costs resulting from obligations incurred by the Grantee during a suspension or after termination of this Agreement are not allowable unless the State expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
  - i. The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
  - ii. The costs would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the suspension or termination takes place.

## **13. Funding Cancellation**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **14. Governing Laws**

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.

## **15. Compliance with Laws**

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
- C. The Grantee certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Grantee agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee 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 Grantee warrants that the Grantee 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 of Indiana.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC 5-22-3-7:
  - (1) The Grantee and any principals of the Grantee certify that:
    - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
      - (ii) IC 24-5-12 [Telephone Solicitations] , or
      - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
    - (B) the Grantee will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.
  - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee:
    - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

## **16. Information Technology Accessibility Standards**

Any information technology related products or services purchased used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at the following website: <http://www.access-board.gov/508.htm>.

## **17. 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.

## **18. Remedies Not Impaired**

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

## **19. Survival**

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

## **20. Drug-Free Workplace Certification**

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Agreement 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 Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying 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;
- 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.

## **21. Nondiscrimination**

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

## **22. Representations and Warranties of the Grantee**

- A. The Grantee 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 Grantee 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 grant application.
- B. The Grantee 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 state of Indiana 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 Grantee.

**23. Authority to Bind Grantee**

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

**THE REST 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 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 Agreement other than that which appears upon the face hereof.

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

**Grantee: Board of School Trustees of the Center Grove Community School Corporation**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Indiana Department of Homeland Security:**

By: \_\_\_\_\_  
John H. Hill  
Executive Director  
Date: \_\_\_\_\_

**Approved by:  
Indiana Office of Technology**

\_\_\_\_\_  
Paul Baltzell  
Chief Information Officer  
Date: \_\_\_\_\_

**Approved by:  
Department of Administration**

\_\_\_\_\_  
Jessica Robertson  
Commissioner  
Date: \_\_\_\_\_

**Approved by:  
State Budget Agency**

\_\_\_\_\_  
Brian E. Bailey  
Director  
Date: \_\_\_\_\_

**Approved as to Form & Legality:  
Office of the Attorney General**

*Form approval has been granted by the  
Office of the Attorney General pursuant to  
IC 4-13-2-14.3(3) on November 15, 2013.  
FA 13-54*

Form Prepared By: Brad S. Gavin, Legal Counsel, Indiana Department of Homeland Security

\_\_\_\_\_ Initials of agency legal counsel reviewer



## Exhibit A



**Indiana Department of Homeland Security (IDHS)**  
**Center Grove Community School Corporation (DUNS #4205)**  
**Budget Id: 8896**

### Contact

**name:** William Long  
**title:** Assistant Superintendent  
**address:** 4800 West Stones Crossing Road  
Greenwood, IN 46143  
**county:** JOHNSON  
**phone:** (317) 881-9326  
**fax:** (317) 881-0241  
**email:** longw@centergrove.k12.in.us

### Allocated Fund

2014 > Secured School Safety > STATE > School Proposals > Proactively Keeping Students Safe (PKSS)

**project manager:** Kimb Stewart  
**proposal:** Proactively Keeping Students Safe (PKSS)  
**encompass project id:** 000000000

## Budget Items

Match Total Amount: \$50,000.00

Grant Total Amount: \$50,000.00

Budget Total Amount: \$100,000.00

solution area: Match

		unit	price/rate	hours	amount
<b>description:</b>	\$50,000 Matching Funds for School Resource Officer	-	\$50,000.00	-	\$50,000.00
<b>category</b>	Not Applicable				
<b>discipline</b>	Not Applicable				
<b>narrative</b>	The Center Grove Community School Corporation has authorized a 1:1 match from our General Fund for the \$50,000 Indiana Department of Homeland Security match. This amount is currently in the "Approved" 2014-15 budget, and is guaranteed to be used for the purpose of paying our School Resource Officers.				
<b>approved equipment #</b>	-----				
<b>Match TOTAL:</b>					<b>\$50,000.00</b>

solution area: Personnel

		unit	price/rate	hours	amount
<b>description:</b>	Matching amount for School Resource Officers	-	\$50,000.00	-	\$50,000.00
<b>category</b>	Not Applicable				
<b>discipline</b>	Not Applicable				

