GRANT AGREEMENT

EDS # A75-7-17G-002

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Utility Regulatory Commission (the "State") and Tri-Town Safety Village, Inc. (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Grant Agreement; Grant Funds.** The purpose of this Grant Agreement is to enable the State to award a grant of **$ 28,775.00** to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A** and **B** of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Indiana Code § 8-1-26-24** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. **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 Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

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

3. **Implementation of and Reporting on the Project.**
   A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant 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 Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a [weekly/monthly/quarterly] basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. **Term.** This Grant Agreement commences on September 12, 2016 and shall remain in effect through September 11, 2017. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

A. The State shall fund this grant in the amount of **$ 28,775.00**. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

6. Payment of Claims.

A. If advance payment of all or a portion of the grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made 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 Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

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

D. Claims shall be submitted to the State within 10 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 35 calendar days following the date the services were provided. All final claims and reports must be submitted to the State within 10 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 monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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 Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

   A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;

   B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;

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

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

9. **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 Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant 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.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this grant.** 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 Grant 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 any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

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 this Grant 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, except for de minimis and nonsystematic violations,
      (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
      (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. **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 Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

    In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of $25,000.00, the 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; and

    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; 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 Grantee 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.

11. **Employment Eligibility Verification.** As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:
    A. The Grantee has enrolled and is participating in the E-Verify program;

    B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee 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 Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

12. **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 Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

14. **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. The federal Electronic and Information Technology Accessibility Standards can be found at: http://www.access-board.gov/508.htm.

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

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

16. **Notice to Parties**. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
For payment notices and invoices:
Mary Becerra
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

For legal notices:
Beth K. Roads, General Counsel
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

B. Notices to the Grantee shall be sent to:
William Jarvis
1350 Eagle Ridge Drive
Schererville, IN 46375

C. Grantee address for W-9/Direct Deposit (if different from subsection B):
Same as above

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

17. Order of Precedence. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

18. Termination for Breach.

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

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

19. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State 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 Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee 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 Grantee exceed the original grant.

20. **Federal and State Third-Party Contract Provisions.** There are no federal funds provided by this grant.

21. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the *2015* OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

    Clause 8, Audits and Maintenance of Records. Clause 8(B) was removed because the grantee is not a subrecipient of federal grant funds. No federal funding will be used for these grants.

    Clause 20, Federal and State Third-Party Contract Provisions, was modified to note there will be no federal funding.

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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 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.**

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

Tri-Town Safety Village, Inc.

By: _____
William R. Jarvis, Executive Director

Date: 9-8-2016

Indiana Utility Regulatory Commission

By: Carol Stephan
Carol A. Stephan, Commission Chair

Date: 9-27-2016

Approved by:
Indiana Department of Administration

By: _____ (for)
Jessica Robertson, Commissioner

Date: 9.29.16

Approved by:
State Budget Agency

By: _____ (for)
Brian E. Bailey, Director

Date: 10/04/16

APPROVED as to Form and 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(e) on July 22, 2016. FA 16-20

Approved by:
Indiana Office of Technology

By: _____ (for)
Dewand Neely, Chief Information Officer

Date: _____

Exhibit A – Grant Application

Grantee Contact Information

1. **Name**: William Jarvis
2. **Business Name (if applicable)**: Tri Town Safety Village Town safety Village
3. **Phone number**: 219-865-9600
4. **Address for notices**: 1350 Eagle Ridge dr Schererville In 46375
5. **W-9/Direct Deposit address (if different from above):** N/A
6. **Email**: Jarvis@safetyvillage.us
7. **Company website (if applicable)**: www.safetyvillage.us
8. **Alternate contact person, phone, and email (if applicable)**: N/A

Metrics Information

9. **How did you learn about the UPP Account Fund?** Member of northwest Indiana damage control
10. **What is your current role in pipeline safety?** We currently teach 811, and are looking to expand our program.

Grant Project Scope

11. **Under IC 8-1-26-24, the Underground Plant Protection Account is established to provide funding for programs established and administered by the commission as listed below. This project will be [please check at least one box]:**

    ☒ A public awareness program concerning underground plant protection.

    ☒ A training or educational program for contractors, excavators, locators, operators, and other persons involved in underground plant protection.

    ☐ An incentive program for contractors, excavators, locators, operators, and other persons involved in underground plant protection to reduce the number of violations of Ind. Code chapter 8-1-26.

12. **Please provide a detailed description regarding how your project will benefit the public by enhancing underground plant protection**: See attched
13. **Please provide your target audience/demographics for this project**: Currently we teach school aged children. We are looking to expand our childrens program and add an adult program.

14. **Please provide a description of how your program's results will be measured to determine the value and relative effectiveness of your program**: We Currently use evaluation sheets filled out by participants, and have had great success.

15. **Estimated start date for project**: September 12 ,2016

16. **Estimated length of time for project**: Our fall session is currently 3 hours daily Monday thru Friday lasting 12 to 13 weeks.

17. **Please describe the specific details of your proposed project, including a schedule and/or milestones**: We currently train school children daily during school season. We will have 811 safety classes every month for adults.

	Milestones	**Estimated Completion Date**
1	We will have field trips of local schools and teach 811	5/29/2017
2	We will invite contractors, first responders, surveyors, excavators to a damage control meeting with monthly themes.	9/14/2016
3	We will invite contractors first responders, surveyors excavators to a damage control meeting with monthly themes.	10/12/2016
4	We will invite contractors first responders, surveyors excavators to a damage control meeting with monthly themes.	11/16/2016
5	We will invite contractors first responders, surveyors excavators to a damage control meeting with monthly themes.	12/14/2016
6	We will invite contractors first responders, surveyors excavators to a damage control meeting with monthly themes.	1/11/2017
7	We will invite contractors first responders, surveyors excavators to a damage control meeting with monthly themes.	2/8/2017
8	Click here to enter text.	Click here to enter a date.
9	Click here to enter text.	Click here to enter a date.
10	Click here to enter text.	Click here to enter a date.

UPP Account Committee Approval

Carol A. Stephan, Commission Chair

China trip
David E. Ziegner, Commissioner

Steve Allen, Director of the Pipeline Safety Division

Darby Miller, Program Manager of the Underground Plant Protection Fund

Chetrice Mosley, Executive Director of External Affairs

Sick Leave
Beth K. Roads, General Counsel

Loraine Seyfried, Chief Administrative Law Judge

Robert Veneck, Executive Director of Technical Operations

Date Approved: 8-30-16

Exhibit B – Project Budget

Instructions: Insert your project budget here. Your budget should be detailed and must include a total. Generally, claims shall be submitted to the IURC within 35 calendar days following the date the services were provided and claims may be submitted on a monthly basis only. If you are requesting payments in advance, you must provide the justification.

Total amount requested: $ Click here to enter text.

Project Budget:

	Budget Item	**Cost**
1	Children 10,000 workbooks @ 1.50EA	$ 15,000.00
2	Childrens Video	$ 250.00
3	Childrens instructors 1@$20.00 X $4hr X 53 days Fall Session 2016	$ 4240.00
4	Childrens instructors 1@$20.00 X 4Hrs X 45 days Spring 2017	$ 3600.00
5	Snacks for Children	$ 500.00
6	Adult Food cost 70 x $15.00 average $1050.00 X 3 $3,150.00 Set up & Clean up 3 X $100.00= $300.00	$ 3,450.00
7	Adult handouts 70 X 3.50 Each X 3 months	$ 735.00
8	Adult Videos	$ 250.00
9	Adult guest speakers 150.00 X3 months	$ 450.00
10	Adult incentives 3 X $100.00	$ 300.00
	Total Cost	**$ 28775.00**

Description of Costs:

The cost will be the field trip exspense for instructors to attend the Tri Town Safety Village .

We also will provide hand outs to the children to take home as home work to be used with parents

We will purchase videos and create a power point curriculuim for students.

Adult classes we need brouchers current information on 811 guest speakers newest equipment demonstrations.

We would need food and drink for breaks .