

DENNIS CONARD, SHERIFF

FI-2
9-15-09



Michael K. Brown
Chief Deputy Sheriff

Clifford G. Tebbitt
Jail Administrator

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September 3, 2009

Memo To: Dee Bruemmer, County Administrator

From: Sheriff Conard 

REF: Iowa Homeland Security Grant

Enclosed are two copies of the 2008 Iowa Homeland Security Grant. This grant has been in place in Iowa since fiscal year 2005.

Scott County has been a direct grant recipient as well as the sub-grantee responsible for maintenance of required records and submission of reimbursement requests.

I will be available to answer any questions the Board has in regards to this matter.



GRANT AGREEMENT**between****Iowa Homeland Security and Emergency Management Division (HSEMD)****and****Scott County Board of Supervisors****GRANT NUMBER: 2008-GE-T8-2008-016****CFDA#: 97.067****PROGRAM DESCRIPTION/SCOPE OF WORK**

This Agreement provides federal grant assistance to the Scott County Board of Supervisors (SUBGRANTEE) from the FFY08 Homeland Security Grant Program (HSGP). The SUBGRANTEE, acting on behalf of LEIN Region 6, will receive grant funding from the *State Homeland Security Program (SHGP)* totaling \$297,352.34 to perform the scope of work for the Investments described in the Initial Strategy Implementation Plan (ISIP) and the budget by investment that has been approved by HSEMD.

The recipient agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

Specific to Law Enforcement Information Network regions funded under the Critical Infrastructure/Key Resource protection, the recipient (LEIN Region) agrees to complete six (6) assessments and 20 Asset Management Questionnaires (AMQ) and enter the data into Automated Critical Asset Management System (ACAMS) during the performance period .

AGREEMENTS

HSEMD will provide financial oversight and management in the role of GRANTEE based on the grant guidance, the grant financial guide and other State and federal guidelines. The GRANTEE will provide technical assistance and direction to the SUBGRANTEE on programmatic and financial requirements. The GRANTEE will provide all appropriate documents and forms and make payments to the SUBGRANTEE to complete the approved scope of work.

The Grantee is responsible for monitoring SUBGRANTEE activities to provide reasonable assurance that the SUBGRANTEE administers federal awards in compliance with federal and GRANTEE requirements. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures that are not eligible and or allowable.

Additionally, the SUBGRANTEE will be monitored periodically by the GRANTEE to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBGRANTEE and the SUBGRANTEE's AUTHORIZED REPRESENTATIVE will execute this Grant Agreement on behalf of LEIN 6, agreeing to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work for the Investments from inception to closeout with the requirements set forth below.

I. PERFORMANCE PERIOD

The approved performance period for this grant is from **8/1/2009 through 5/31/2011**. All work must be completed prior to the performance period ending. The SUBGRANTEE shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, scope of work, program, or activities outside of the aforementioned performance period.

If a time extension is needed it must be requested at least 90 days prior to the performance period end date. All requests must be supported by adequate justification submitted to HSEMD in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed. HSEMD will provide the 'Request for Time Extension' form.

II. AUTHORITIES AND REFERENCES.

The SUBGRANTEE will become familiar with and comply with the following Authorities and References in the administration of this grant:

44 CFR	Part 7	Nondiscrimination in federally assisted programs
44 CFR	Part 13	Uniform administrative requirements for grants and cooperative agreements to State and local governments
44 CFR	Part 14	Administration of grants: Audits of State and local governments
44 CFR	Part 17	Government-wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants)
44 CFR	Part 18	New restrictions on lobbying
OMB Circular	A-102	Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular	A-87	Cost Principles for State and Local Governments
OMB Circular	A-133	Audits of States, Local Governments, and Non-Profit Orgs
DHS Guidance		FFY2008 Homeland Security Grant Guidance
OGO Guidance		Financial Management Guide (January 2006)

III. GRANT MANAGEMENT SYSTEM

To ensure that federal funds are awarded and expended appropriately, the SUBGRANTEE will establish and maintain a grant management system. The standards for the SUBGRANTEE organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and cost principles. State, local and tribal organizations must follow the uniform administrative requirements standards in OMB Circular A-102, and cost principle standards in OMB Circular A-87. Allowable costs are also identified in the OGO Financial Management Guide, and the FFY08 Homeland Security Grant Program Guidance. These standards combined with the audit standards provided within OMB Circular A-133, plus the requirements of the federal Cash Management Improvement Act constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBGRANTEE.

The SUBGRANTEE's grant management system must include:

- internal controls based on the American Institute for Certified Public Accountant's (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program (i.e. SHSGP, Citizen Corp)
- be in compliance with the Cash Management Improvement Act (CMIA), and good business processes
- procedures to minimize federal cash on hand
- the ability to track expenditures on a cash or accrual basis
- the ability to create SUBGRANTEE Budget Detail based on the SUBGRANTEE Budget and approved scope of work
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by Program, Investment and Solution Area, and Project
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

IV. SUBGRANTEE BUDGET DETAIL

The SUBGRANTEE is required to develop a SUBGRANTEE Budget that is based on the approved Project, Work Plans and scope of work. This process will break down each Investment by program and identify costs within the solution areas. SUBGRANTEE Budget development assistance will be provided by HSEMD to the SUBGRANTEE.

V. GRANT AWARD and AMENDMENTS

The SUBGRANTEE will perform the agreed upon scope of work. Any changes to the scope of work must be approved by HSEMD in writing prior to executing the changes. All budget revisions also require written approval by HSEMD to ensure compliance with federal guidelines.

If the SUBGRANTEE anticipates having unexpended funds during the performance period, report the amount to HSEMD and request disposition instructions.

VI. PROCUREMENT

This agreement requires that all procurement is executed by the SUBGRANTEE. Procurement standards must be in accordance with the written adopted procedures of the SUBGRANTEE, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in the 44 CFR, Part 13.36, and OGO 2006 Financial Management Guide (Chapter 11 – Procurement). The SUBGRANTEE will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. The SUBGRANTEE must submit copies of bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be honored without HSEMD prior review, and approval.

VII. AUDIT

SUBGRANTEE must comply with the audit requirements of the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular A-133.

VIII. PAYMENT REQUEST PROCESS

The SUBGRANTEE may submit a payment request prior to an anticipated expenditure or disbursement. Grant revenue received by the SUBGRANTEE must be placed in an interest-bearing account and is subject to the rules outlined in the Uniform Rule 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to Grantee and Local Governments*. The SUBGRANTEE may keep interest earned on Federal grant funds up to \$100 per fiscal year. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year. SUBGRANTEES are required to report all interest earned at least quarterly to the GRANTEE. HSEMD will provide instructions to the SUBGRANTEE for the disposition of reported interest earned.

Payments to SUBGRANTEES are based on eligible expenditures that are specifically related to the grant budget and Budget Detail that is pre-authorized by the GRANTEE. Pre-authorization occurs when HSEMD approves the SUBGRANTEE's Budget Detail based on an approved scope of work. Payment requests must be made on HSEMD's 2008 HSGP Payment Request Form. An electronic version of this document will be made available by the GRANTEE.

SUBGRANTEES can request Reimbursement for allowable expenditures already paid, or request an Advance for expenditures expected to be paid within 30 days. Each payment request must be

for one specific HSGP program (SHSP or CCP) and one specific Investment, but can include more than one Solution Area.

- Reimbursement requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.).
- Advance payment requests must include a detailed cost estimate (i.e. invoices, quotes, or other document). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEMD before future advances are made.

No more than thirty (30) days should elapse between the date of receipt of a state warrant and payout of the funds by the SUBGRANTEE. All supporting documentation must be submitted to HSEMD immediately following the SUBGRANTEE's pay out of the funds. (Failure to submit supporting documentation may result in funds being held for future payment requests, until the supporting documentation is received.)

Required documents prior to Payments from HSEMD. Payment of funds will not be made to a SUBGRANTEE until HSEMD has on file the following documents:

- HSEMD Approved Scope of Work, Project / Work Plans
- HSEMD Approved Budget
- Original executed Grant Agreement (signed by all parties)
- Original executed Agreement Amendments (if applicable)
- Authorized Representative Documentation (assignment of fiscal officer, signed by CEO or Chairperson)
- Substitute W9/Vendor Update Form (if not already on file at HSEMD)
- Chart of Accounts verification (unique revenue and expenditure accounts for each separate grant program included in this agreement)
- Procurement Procedures, method of procurement documented (local government procedures, verification and or certification that state and federal rules and regulations are followed)
- HSEMD Contract Review and Approval (all bids and contracts must be reviewed by HSEMD staff *prior* to execution)

IX. REPORTING REQUIREMENTS

The FFY08 Homeland Security Grant Program requires biannual *financial* reporting and progress relative to the approved scope of work. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on Investments identified in the Initial Strategy Implementation Plan (ISIP), and will include an update of all information submitted in that report. HSEMD is responsible for the ISIP and BSIR reports. SUBGRANTEES are required to submit quarterly progress reports that provide information to be included, and assist HSEMD staff in updating the BSIR. The reports will be provided to the SUBGRANTEES by HSEMD. Reports are due on Jan 15, April 15, July 15, and Oct 15, following the end of each federal fiscal year quarter, which is Oct-Dec, Jan-March, April-June,

and July-Sept. HSEMD may require additional reporting information from the SUBGRANTEE, with written notice.

Following each exercise, the SUBGRANTEE shall submit an HSEEP Exercise Reporting Form (available on the HSEMD website at:

<http://www.iowahomelandsecurity.org/asp/programs/Exercise/Reporting.asp>) to HSEMD.

Reimbursement of exercise costs may be held by the Grantee, pending receipt of these reports.

X. EQUIPMENT

Equipment purchased by the SUBGRANTEE is the property of the SUBGRANTEE or another legal jurisdiction approved by the SUBGRANTEE in accordance with the scope of work and intent of this agreement. The SUBGRANTEE must maintain a listing of all equipment acquired through the execution of this agreement that includes the following: The owning jurisdiction, the equipment description, the equipment value or purchase price, the equipment identification number, the address location of the equipment. Costs associated with the issuance and transfer of title and registration shall be the sole responsibility of the owning jurisdiction.

The SUBGRANTEE will ensure that all jurisdictions owning equipment procured by the SUBGRANTEE under this agreement are informed of the disposition requirements of the federal regulation and guidance for the programs included in this agreement. All jurisdictions owning equipment through the execution of this agreement must certify to the SUBGRANTEE that they have a control system in place to ensure adequate safeguards to prevent loss, damage, or theft of the property.

Following notification to the SUBGRANTEE that the grant programs included in this agreement have closed, items of equipment procured under this agreement with a current per unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency. However, items of equipment with a current per unit fair market value greater than \$5,000 must receive disposition instructions from HSEMD prior to any action taken by the owning jurisdiction to transfer ownership, sell or dispose of the equipment.

XI. TERMINATION

Either the Sub-grantee or HSEMD may terminate grant award agreements by giving written notice to the other party at least thirty (30) calendar days before the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The sub-grantee's authority to incur new costs will be terminated upon receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment.

XII. OTHER TERMS AND CONDITIONS

WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD, the SUBGRANTEE, and the AUTHORIZED REPRESENTATIVE in writing. Unless otherwise stated in writing, HSEMD's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the grant funds provided, administrative procedures, to include extension of performance period due to extenuating circumstances, or any other necessary matter, but not to take effect until approved, in writing, by HSEMD and the SUBGRANTEE.

NON-SUPPLANTING

SUBGRANTEE shall ensure that federal funds made available under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds for homeland security preparedness.

COMPLIANCE, TERMINATION, AND OTHER REMEDIES

Unless otherwise stated in writing, HSEMD requires strict compliance by the SUBGRANTEE and the AUTHORIZED REPRESENTATIVE with the terms of this AGREEMENT, and the requirements of any applicable local, State and Federal statute, rules, laws, or regulations.

HSEMD may suspend or terminate any obligation to provide funding to the SUBGRANTEE and demand return of any unused grant funds in the possession of the SUBGRANTEE, if the SUBGRANTEE and/or AUTHORIZED REPRESENTATIVE following notice from HSEMD, fail to meet any obligations under this AGREEMENT or fail to make satisfactory progress towards administration or completion of scope of work.

The SUBGRANTEE understands and agrees that HSEMD may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEMD under this AGREEMENT, or under any other provision of law, common law, or equity.

INDEMNIFICATION

It is understood and agreed by HSEMD and SUBGRANTEE and its agents that this AGREEMENT is solely for the benefit of the parties to the GRANT and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

The SUBGRANTEE, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD and the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBGRANTEE or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBGRANTEE's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

The SUBGRANTEE further agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBGRANTEE is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBGRANTEE's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

ACKNOWLEDGEMENTS

The SUBGRANTEE shall include in any public or private release of information regarding the grant, language which acknowledges the funding contribution by HSEMD and Department of Homeland Security.

INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBGRANTEE, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEMD or the State of Iowa. All references herein to the SUBGRANTEE shall include its officers, employees, city council/board members, and agents. HSEMD shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBGRANTEE for administrative purposes.

GOVERNING LAW, VENUE AND SEVERABILITY

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

NOTICES

The SUBGRANTEE shall comply with all public notices or notices to individuals as required by applicable State and Federal laws, rules, and regulations and shall maintain a record of such compliance.

COMMUNICATIONS BETWEEN HSEMD AND SUBGRANTEE

All communications to the SUBGRANTEE by HSEMD shall be through the Authorized Representative. The SUBGRANTEE shall provide HSEMD the Name, address, telephone number, and email address of the Authorized Representative.

All communications to HSEMD by the SUBGRANTEE shall be through:

Lynda J Wessel
Iowa Homeland Security and Emergency Management Division
7105 NW 70th Avenue
Camp Dodge, Bld W4
Johnston, IA 50131

Telephone Number 515-725-3259

Email Address: lynda.wessel@iowa.gov

ENTIRE GRANT AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEMD and the SUBGRANTEE with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amendment thereto shall not be binding on either HSEMD or the SUBGRANTEE. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

CERTIFICATION

Signature of this AGREEMENT certifies that that all parties have read and understand the FFY 2008 Grant Guidance, and the entirety of this AGREEMENT.

IN WITNESS WHEREOF, HSEMD, the SUBGRANTEE, and the AUTHORIZED REPRESENTATIVE have executed this AGREEMENT by the signatures of authorized persons of the entities and on the date indicated below:

Iowa Homeland Security and
Emergency Management Division:

Subgrantee

David L. Miller
Administrator

Name, Title, Agency

Signature

Date

Date

Authorized Representative

Name, Title, Agency

Name, Title, Agency

Signature

Signature

Date

Date