

OFFICE OF THE COUNTY ADMINISTRATOR

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July 11, 2011

TO: Board of Supervisors

FROM: Dee F. Bruemmer
County Administrator

SUBJECT: Violence Against Women Contract

Attached is the Violence Against Women Contract with the Crime Victim Assistance Division of the Iowa Department of Justice and the Sheriff's Office. The award is for \$33,788 from the Crime Victim Assistance Division and a match in the amount of \$11,263 from the Sheriff's Office. This contract award is for the second year of a three year grant.

Enclosure



THOMAS J. MILLER
ATTORNEY GENERAL
MARTI ANDERSON
DIVISION DIRECTOR

Department of Justice
CRIME VICTIM ASSISTANCE DIVISION

LUCAS BUILDING, GROUND FLOOR
321 EAST 12TH
DES MOINES, IOWA 50319
PHONE: (515)281-5044
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Program Name and Address: <i>Scott County Sheriff's Office</i> <i>400 W. 4th Street</i> <i>Davenport, IA 52801-1104</i>	Contract Number: <i>VW-12-17</i>
	Contract Period: <i>July 1, 2011 – June 30, 2012</i>
	Award Amount: <i>\$33,788</i>
	Match Amount: <i>\$11,263</i>

FEDERAL VIOLENCE AGAINST WOMEN ACT CONTRACT
CFDA # 16.588

THIS CONTRACT is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Scott County Sheriff's Office (the "Program") in Davenport, Iowa.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

- CONTRACT NUMBER:** VW-12-17
- CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which will commence on July 1, 2011 - June 30, 2012, inclusive.
- AWARD:** The Department agrees to provide funds to the Program in the amount of \$33,788 and the Program agrees to match this amount with \$11,263 for goods or services provided in acceptable performance of this agreement. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
- COMPLIANCE:** The Program agrees to comply with all policies of the Department and certifies that it meets all the requirements of the Violent Violence Against Women Act (VAWA) of 2005 as amended (Public Law 110-162) with any updates to the VAWA; 42 U.S.C. 3796gg to gg-5, as amended; Public Law 106-386, 28 Code of Federal Regulations Section 66.34; Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, the Department rules as contained in the Iowa Administrative Code; 61 IAC chapter 9, section 9.50 through 9.65, and the policies of the Department.

All equipment purchased with the funding outlined in this contract must be approved by the Department.

- SERVICES:** The Program agrees to provide the approved services described in its application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.
- ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted with the Program's application, or a budget revision approved by the Department. The Program shall utilize the Department's Claim Voucher forms and

provide detailed documentation to support the payment of each claim. Such detailed documentation shall include, but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Program shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.

7. **ADJUSTMENTS:** The Department shall administer the funds for this contract contingent upon their availability. The Department will disburse funds only as they are available. This contract may be adjusted to reflect changes in the amount of the available funds.
8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the fund, for at least three years following the closure of the most recent audit report.
9. **TERMINATION:**
 - 9.1 **Termination by Department.** The Department may terminate this Agreement by providing a ten (10) day notice to the Program or any of its contractors if the Program or any of its contractors fail to comply with the award stipulations, the Department's administrative rules, the terms and conditions of this Agreement, or other established standards or conditions. The notice shall specify each act or omission by the Program or contractor, which serves as the basis for the termination.
 - 9.2 **Termination by the Program.** The Program may terminate this Agreement at any time for any reason by providing written notice to the Department.
 - 9.3 **Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, the Department shall have the right to terminate this Agreement without penalty as a result of the de-appropriation or lack of funds, the withdrawal of the Department's authorization to operate or a material alteration in the programs administered by the Department, or any substantial modification in the Department's duties.
 - 9.4 **Remedy upon Termination.** Upon termination, all finished or unfinished products or services provided by the Program shall, at the option of the Department become the state's property. The Department shall pay the Program fair and equitable compensation for the satisfactory performance prior to receipt of the notice of termination, minus any funds owing to the Department. Those funds may include, but are not limited to damages for any violation of this agreement and improperly spent funds. Within 45 days of the termination of the Program shall submit to the Department a financial statement detailing all costs up to the effective date of the termination.
 - 9.5 **Notice.** Notices under this Agreement shall be in writing and delivered to the Department or Program at their respective address. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing), which may be by U.S. Mail with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS.

10. **INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

10.2 Any negligent acts or omissions of the Program; or

10.3 The Program's performance or attempted performance of this Agreement; or

10.4 Any failure by the Program to comply with all local, state and federal laws and regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.

12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

CONTRACT ENTERED INTO BY:

Liaison Deputy Program, Scott County, Iowa
Program Name

Authorized Representative Signature

Date

Tom Sunderbruch
Typed Name

Chairman, Scott County Board of Supervisors
Title

tsunderbruch@scottcountyiowa.com
E-mail Address

(563) 326-8749
Telephone

Authorized Department Signature

Date

Donna J. Phillips
Typed Name

Victim Services Support Administrator
Title

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 21, 2011

APPROVAL OF VIOLENCE AGAINST WOMEN CONTRACT WITH THE CRIME
VICTIM ASSISTANCE DIVISION OF THE IOWA DEPARTMENT OF JUSTICE AND
THE SHERIFF'S OFFICE

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the Violence Against Women Contract with the Crime Victim Assistance Division of the Iowa Department of Justice and the Sheriff's Office is hereby approved.
- Section 2. That the chairman is hereby authorized to sign said contract.
- Section 3. This resolution shall take effect immediately.