

DENNIS CONARD, SHERIFF

ITEM 8
10-23-12

Michael K. Brown
Chief Deputy Sheriff



Clifford G. Tebbitt
Jail Administrator

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EMERGENCY 9-1-1
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October 19, 2012

Memo To: Dee Bruemmer

From: Sheriff Conard

REF: Homeland Security Grant

Enclosed are two copies of the 2012 Homeland Security Grant. This grant has been in place in Iowa since fiscal year 2005.

This 2012 grant agreement has been reduced from the previous grant award (the 2011 grant award amount was \$297,195) to \$112,195, with this 2012 grant award being the last of this kind. Funding will cease December 31, 2013. Authorized position paperwork was submitted in the budget process for the continuation of this deputy position.

GRANT AGREEMENT

Between

Iowa Homeland Security and Emergency Management Division (HSEMD)

And

Scott County On Behalf Of LEIN 6

GRANT NUMBER: EMW-2012-SS-00028-06

CFDA#: 97.067

DUNS#: 05-081-2361

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PROGRAM DESCRIPTION/SCOPE OF WORK

This agreement provides federal grant funding assistance to Scott County On Behalf Of LEIN 6, hereafter referred to as the SUBGRANTEE, up to \$112,195.00 under the Federal Fiscal Year (FFY) 2012 Homeland Security Grant Program (HSGP) to perform a scope of work supporting Intelligence & Information Sharing, LEIN 6 as described in the Initial Strategy Implementation Plan (ISIP) developed by HSEMD, as the GRANTEE and supported by the local budget and work plan submitted by the SUBGRANTEE and approved by HSEMD. Details appear in printable form as approved work plans, budgets or other addendum via the online Grant Management System at www.iowagrants.gov.

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. As The GRANTEE, HSEMD will provide technical assistance and direction to the SUBGRANTEE on programmatic and financial requirements and will provide all appropriate documents and forms and make payments to complete the approved scope of work on behalf of the SUBGRANTEE.

HSEMD is further responsible for monitoring activities to reasonably assure grant administration is completed 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 allowable.

Additionally, HSEMD will monitor periodically to provide assurance that 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 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, agreeing to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work for the federal funding from inception to closeout with the requirements set forth below.

Article I Subgrant Performance Period

The approved performance period is October 1, 2012, to June 30, 2014, within which all work must be completed, all associated goods and services received. The SUBGRANTEE shall incur NO costs nor obligate funds pertaining to the operation of the project, program, or activities prior to or the performance period beginning date or beyond the performance period ending date.

HSEMD may grant time extension, upon request of the SUBGRANTEE. An extension request must be received by HSEMD at least 90 days prior to the performance period ending date and must be supported by adequate justification for processing. Justification is a written explanation of the reason(s) for the delay, an outline of remaining funds available for the investment, and a description of performance measures necessary to complete the project, and local impacts without extension. Unsupported extension requests will not be processed.

Immediately following the performance period, the SUBGRANTEE has a 90-day closeout period, during which payment requests, supporting documentation, a final performance report, equipment status report, and any other items associated with the grant must be submitted to, and received by, HSEMD. No payment will be issued for items submitted after the closeout ending date.

Article II Authorities and References

A. U.S. Department of Homeland Security – Iowa Homeland Security and Emergency Management Division Grant Agreement Notice & Articles of Agreement, Grant# EMW-2012-SS-00028

B. Administrative Requirements (Code of Federal Regulations)

1. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110);

2. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (aka OMB Circular A-102), Revised as Of October 1, 2011.

3. 44 CFR, Part 10, Environmental Considerations;

4. 44 CFR, Part 7, Non-discrimination in Federally Assisted Programs;

5. 44 CFR, Part 18, New Restrictions on Lobbying;

6. 28 CFR 23.1-20, Criminal Intelligence Operating Systems Operating Policies (E.O. 12291).

C. Cost Principles (CFR; Office of Management & Budget)

1. 2 CFR, Part 220, Cost Principles for Educational Institutions (OMB Circular A-21);

2. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87);

3. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122);

4. 8 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.

D. Audit Requirements (OMB; U.S. Department of Homeland Security)

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;

2. OGO Financial Management Guide (2006);

3. HSGP Guidance, Funding Opportunity Announcement (FFY 2012).

Article 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 can be found in 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 identified in the OGO Financial Management Guide, and the FFY 12 Homeland Security Grant Program Guidance. Audit standards are provided within *OMB Circular A-133*. 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 SUBGRATEE.

The GRANTEE will institute an automated, web-based, grants management system and will enable SUBGRANTEE utilization of the same. The SUBGRANTEE's grant management system *must* include:

- upload of budgets, work plans, and all other grants-related documents
- internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program (formerly SHSP, CCP or MMRS)
- 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 hand or on a cash basis
- the ability to create SUBGRANTEE Budget Details base 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.

The SUBGRANTEE is required to develop a SUBGRANTEE Budget based on the approved Investment Work Plans and Scope of Work. This process will break down each Investment or Project by program and identify costs within the solution areas. Budget development assistance will be provided by HSEMD to the SUBGRANTEE. Budget approval by HSEMD is required prior to obligation or expenditure of grant funds. To ensure funding, the SUBGRANTEE must submit an initial budget and work plan within 90 days of its notification of award. Late submittal may result in de-obligation, reduction, or reallocation of funds, with a 30 Day prior notice of changes to the SUBGRANTEE by the HSEMD.

Article IV Subgrant Award and Amendment

The SUBGRANTEE will perform an agreed upon scope of work, which shall align with the Funding Opportunity and any original Investment. Any change to the scope of work must be approved by HSEMD in writing prior to executing changes. Budget revisions also require written approval by HSEMD to ensure compliance with federal guidelines. If the SUBGRANTEE anticipates unexpended funds during the performance period, that information and the associated *amount must be reported to HSEMD. This will also be the practice for disposition instructions.*

This agreement is subject to amendment by addendum. Amendment will require advance notice to both parties and must have mutual agreement in writing between HSEMD GRANTEE and the SUBGRANTEE. An amendment to one scope of work does not influence any other portion of the agreement. The entire agreement remains otherwise unaltered except in such instance as awarded amount to an investment area were increased or decreased. In such a case the sub-totals and total award will require amendment.

Article V Procurement

This AGREEMENT requires standards for all procurement executed by the SUBGRANTEE. Procurement standards must be in accordance with the written adopted procedures of the SUBGRANTEE, as long as, the local procurement standards conform to applicable State and Federal law. Procurement standards must also conform to the standards identified in the 44 CFR, Part 13.36, and OGO 2006 Financial Management Guide (Chapter 11 – Procurement).

Additional Standards for procurement shall reflect considerations for small and disadvantages business and provisions of federal law under the Buy America and Fly America Acts. Reference Federal Agreement Articles for Grant# EMW-2012-SS-00028, HSGP Grant Guidance and HSGP 2012 Funding Opportunity Announcements.

The SUBGRANTEE will ensure that every purchase order or contract includes all clauses required by Federal statutes, executive orders, and other regulations,

including those set forth in Article II herein. The SUBGRANTEE must submit copies of bid and contract documents to HSEMD, in care of the Homeland Security Grant Programs Officer, **prior** to awarding or executing contracts. *No purchase order or contract will be honored without prior HSEMD review and approval.*

Article VI Audit

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

Article VII 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. 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 funds received per year. The SUBGRANTEE is required to report all interest earned to the GRANTEE each quarter. HSEMD will provide instructions to the SUBGRANTEE for the disposition of reported interest earned.

Payments to SUBGRANTEE are based on eligible expenditures that are specifically related to the grant budget that is pre-authorized by HSEMD. Pre-authorization occurs when HSEMD approves the SUBGRANTEE's Budget Detail from an approved scope of work. Payment requests must be made via www.iowagrants.gov, HSEMD's 2012 HSGP Payment Request Form. An electronic version of this document will be provided by HSEMD.

The SUBGRANTEE may request reimbursement for allowable expenditures already paid, or request an advance on expenditures expected to be paid within 30 days. Each payment request must be for one specific HSGP project under one specific investment, but can include costs for multiple solution areas.

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 documents). 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 for Advance and payout of the funds by the SUBGRANTEE. All supporting documentation for disbursement of advanced funds must be submitted

to HSEMD immediately following the SUBGRANTEE's payout of funds. Failure to submit supporting documentation may result in funds being held for future payment requests, until the supporting documentation is received.

Documents required prior to payments from HSEMD. Payment of funds will not be made to a SUBGRANTEE until HSEMD has on file the following documents.

- Data Universal Numbering System (DUNS) Number.
- HSEMD Approved Scope of Work, Project/Work Plans
- HSEMD Approved Budget
- Original executed Grant AGREEMENT (signed by all parties)
- Original executed AGREEMENTS 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)
- State Iowa Minority Impact Statement
- Written Designation of Authorized Representative (if any)

Article VIII Reporting Requirements

The FFY2012 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. The SUB-GRANTEE is 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 SUB-GRANTEE 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-Mar, April-June, and July-Sept. HSEMD may require additional reporting information from the SUBGRANTEE, with written notice.

Each of the following requirements must be addressed in the report:

1. Describe what work has taken place during the quarter. State the status of each goal which was scheduled to be achieved during the reporting period. Explain what has been or has not been achieved.
2. What percentage of the project has been accomplished and what work remains before the project is completed.
3. Based on the performance measures outlined in the grant application (implementation plan), indicate in quantitative terms the results achieved during the reporting period. Provide explanatory and qualifying statements if project objectives changed.
4. Indicate the status of each goal that was due for completion during a previous reporting period but was carried over due to implementation or other problems.
5. State the corrective action planned to resolve implementation problems and describe the effect of these problems on the remaining schedule for achieving the project goals.
6. If appropriate, identify changes that are needed in the implementation plan specified in the grant application to overcome problems. Changes that alter plans and/or goals set forth in the application require prior grantor agency approval and issuance of a Grant Adjustment Notice (GAN).
7. As required by FEMA, the final report must be quantifiable and cumulative. It must wrap up all project accomplishments in terms of milestones, goals and objectives, outputs, and outcomes. An evaluation of the project along with lessons learned and best practices will also be a part of the final report.
8. EXERCISE REPORTING, Following each exercise, the SUBGRANTEE shall submit a Homeland Security Exercise and Evaluation Program (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 HSEMD, pending receipt of these reports.

Article IX 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 of this AGREEMENT. The SUBGRANTEE must maintain a listing of all equipment acquired through 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 under this AGREEMENT are informed of the disposition requirements of federal regulations and guidance 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 prevent loss, damage, or theft of the property.

Following notification to the SUBGRANTEE that the grant programs included in this AGREEMENT have closed, equipment procured under this AGREEMENT with the current per unit fair market value of less the \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency. However, 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.

Article X Termination

Either the SUBGRANTEE or HSEMD may terminate this AGREEMENT (for cause or convenience) 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 SUBGRANTEE'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 earlier than the date of receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment.

Article XI Other Terms and Conditions

A. **Waivers.** No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBGRANTEE 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. Certain actions and purchases associated with approved project activities or equipment purchases as specified by guidance or the Authorized Equipment List, require federal waiver and may be allowed. In such instances, The SUBGRANTEE must submit written requests for waiver through HSEMD for the federal authority 90 or more days prior to the subgrant performance period ending date.

- B. **Non-Supplanting.** The 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.
- C. **Compliance.** HSEMD requires strict compliance by the SUBGRANTEE with the terms of this AGREEMENT and the requirements of any applicable local, State or Federal statutes, rules, laws, or regulations. (44 CFR 13.43)
1. HSEMD may, as remedy for non-compliance under 44 CFR, suspend or terminate, through written notice, any obligation to provide funding to the SUBGRANTEE. HSEMD may further demand return of any unused grant funds in the possession of the SUBGRANTEE, if the SUBGRANTEE and/or AUTHORIZED REPRESENTATIVE fails to meet any obligations under this AGREEMENT or fails to make satisfactory process toward administration or completion of scope of work.
 2. 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.
- D. **Indemnification.** It is understood and agreed by HSEMD and SUBGRANTEE and/or its agent 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 may be formed as a result of this AGREEMENT.
1. The SUBGRANTEE, on behalf of itself and its successors and assigns, agrees to protect, save and hold harmless HSEMD, 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. This likewise applies to the SUBGRANTEE'S authorized representative(s), its contractors, subcontractors, agents, licensees, or other such person associated with the SUBGRANTEE in connection with this AGREEMENT.
 3. The SUBGRANTEE'S obligation to protect, save, and hold harmless as herein provided shall not extend to claims, actions, 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.

- E. **Acknowledgements.** The SUBGRANTEE shall include in any public or private release of information regarding the grant, language that acknowledges the funding contribution of HSEMD and the Department of Homeland Security.
- F. **Independent Contractor Status of the 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. HSEMD shall not withhold on behalf of any 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.
- G. **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.
- H. **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.
- I. **Law Enforcement Specific.** Special terms and conditions for Intelligence and Information Sharing, including adherence to Iowa Department of Public Safety, Division of Intelligence/Fusion Center Privacy Policy 48-01.01 apply.
- J. **Communications between HSEMD and the 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.
- K. **The Entire Grant Agreement.** This document 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. Herein no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties, unless expressly provided.

CERTIFICATION

Signature of this AGREEMENT certifies that all parties have read and understand the FFY 2012 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 dates indicated.

Iowa Homeland Security and Emergency Management Division:

SUBGRANTEE Organization:

(Signature)

Printed Name: Mark J. Schouten

Title, Agency: Administrator

Date

(Signature)

Printed Name: Dennis Conrad

Title, Agency: Sheriff, Scott County

10-8-12

Date

SUBGRANTEE'S Authorized Representative:

Funded Entity Chair Representative:
(If Different Than SUBGRANTEE)

(Signature)

Printed Name: Tom Sunderbruch

Title, Agency: Chairman, Scott County Board of Supervisors

Date

(Signature)

Printed Name: _____

Title, Agency: _____

Date

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

October 25, 2012

APPROVAL OF AN APPLICATION FOR THE IOWA HOMELAND SECURITY GRANT IN THE SHERIFF'S OFFICE FOR THE FUSION CENTER

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

- Section 1. That the Board hereby approves an application for a grant in the amount of \$112,195 from the Iowa Homeland Security Grant in the Sheriff's Office for the Fusion Center.
- Section 2. That, if accepted, the Board approves receipt of such funding.
- Section 3. That the Chair is approved to sign such application.
- Section 4. This resolution shall take effect immediately.