

# DENNIS CONARD, SHERIFF

Item 06  
08-27-13



**Michael K. Brown**  
Chief Deputy Sheriff

**Clifford G. Tebbitt**  
Jail Administrator

EMERGENCY 9-1-1  
(563) 326-8625  
(563) 326-8689 (FAX)

400 WEST 4<sup>th</sup> STREET  
DAVENPORT, IOWA 52801-1104

[www.scottcountyiowa.com](http://www.scottcountyiowa.com)  
[sheriff@scottcountyiowa.com](mailto:sheriff@scottcountyiowa.com)

Date: August 5, 2013  
Memo To: Scott County Board of Supervisors  
From: Sheriff Conard   
REF: **Violence Against Women Grant Contract**

Attached is the annual Violence Against Women Grant Contract for fiscal year 2014, which reimburses the salary for one deputy sheriff in the Criminal Investigations Division. The grant award has increased by \$19,350.00 from last year's grant award.

I can make myself available for questions.

Thank you.



THOMAS J. MILLER  
ATTORNEY GENERAL

JANELLE MELOHN  
DIVISION DIRECTOR

**Department of Justice**  
CRIME VICTIM ASSISTANCE DIVISION

LUCAS BUILDING, GROUND FLOOR  
321 E. 12<sup>TH</sup> STREET  
DES MOINES, IA 50319

PHONE: 515.281.5044  
800.373.5044  
FAX: 515.281.8199

<b>Program Name and Address:</b> <i>Scott County Sheriff's Office</i> <i>400 W. 4th Street</i> <i>Davenport, Iowa 52801</i>	<b>Contract Number:</b> <i>VW-14-23-CJ</i>
	<b>Contract Period:</b> <i>July 1, 2013 – June 30, 2014</i>
	<b>Award Amount:</b> <i>\$52,528</i>
	<b>Match Amount:</b> <i>\$17,510</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:

1. **CONTRACT NUMBER:** VW-14-23-CJ
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which will commence on July 1, 2013 through June 30, 2014, inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$52,528 and the Program agrees to match this amount with \$17,510 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.
4. **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.

Program will establish that the increase in funds is not supplanting before receiving reimbursement from the Victim Services Support Program.

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

5. **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.



6. **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 on notice by the Department.** Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.
  - 9.2. **Termination for cause by the Department.** The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:
    - 9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;
    - 9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or
    - 9.2.C. The Program's work product and services fail to conform with the requirements of this contract.
  - 9.3. **Notice of default.** If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:
    - 9.3.A. Immediately terminate the contract without additional written notice; or
    - 9.3.B. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

**9.4. Termination by the Department due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

**9.4.A.** The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

**9.4.B.** If funds are de-appropriated or not allocated;

**9.4.C.** If the federal government reduces or eliminates the federal grant;

**9.4.D.** If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

**9.4.E.** If the Department's duties are substantially modified.

**9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law.** If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

**9.6. The Program's duties on termination.** When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must:

**9.6.A.** Cease all work under this contract except any work that the Department directs the Program to perform; and

**9.6.B.** Comply with the Department's instructions for the timely transfer of any active files and related work product.

**9.7. Termination on notice by the Program.** Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

**9.8. Set off.** Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

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

**10.1** Any negligent acts or omissions of the Program; or

**10.2** The Program's performance or attempted performance of this Agreement; or

**10.3** 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  
Program Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

Larry Minard  
Authorized Representative Typed Name

Chairman, Scott County Board of Supervisor  
Authorized Representative Title

larry.minard@scottcountyiowa.com  
Authorized E-mail Address

(563) 326-8749  
Authorized Representative 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

August 29, 2013

APPROVAL OF THE VIOLENCE AGAINST WOMEN CONTRACT BETWEEN 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.