

DENNIS CONARD, SHERIFF

Item 11
01-11-16



Thomas B. Gibbs
Chief Deputy Sheriff

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Date: January 20, 2016

Memo To: Board of Supervisors

From: Sheriff Dennis Conard

REF: Iowa Homeland Security Grant

Enclosed are the terms and conditions for the 2014 Iowa Homeland Security Grant. Scott County has been approved by the Iowa Department of Homeland Security for \$138,000 to replace the current vehicle for the Quad City Bomb Squad. There are no requirements for matching funds. This is a pass-through grant, so Scott County would simply act as the purchasing authority and be reimbursed for the entire purchase of this vehicle.

Though this vehicle will be added to the Scott County Sheriff's Office fleet, the vehicle will be housed in a storage building in Rock Island County, just like the current bomb squad vehicles. Anyone driving the vehicle is insured by the jurisdiction in which they are employed and all maintenance and/or repairs are shared among all the agencies of the Quad City Bomb Squad.

Because the award is from the 2014 Iowa Homeland Security grant, there is a time crunch. We must go out for bid, the vehicle must be delivered and the grant must be completed by June 30, 2016. The approved grant application has been requested to be processed by my office by the end of this week.

Also attached are the Quad City Bomb Squad Standard Operations Procedural Manual and the Quad City Bomb Squad 28E Agreement.

Please feel free to contact me with any questions.

Federal Program:	2014 Homeland Security Grant Program (HSGP)
Federal Granting Agency:	U.S. Department of Homeland Security (DHS) & Federal Emergency Management Agency (FEMA)
State Administering Agency:	Iowa Department of Homeland Security & Emergency Management (HSEMD)
GRANT TERMS & CONDITIONS	

1. COMMITMENT TO AWARD AND ACCEPT FUNDS AND GRANT TERMS & CONDITIONS

The Homeland Security Grant Program (HSGP) Commitment to Award and Accept Funds and the Grant Terms & Conditions are issued by the Iowa Homeland Security Emergency Management Department (HSEMD) as the State's Administrative Agency (SAA) for federal preparedness grants. Together, these documents provide the terms and conditions associated with accepting this sub-grant.

Before you incur costs or receive any of the federal grant funds awarded to you, you must establish acceptance of the grant and Grant Terms & Conditions. To establish acceptance of the grant and grant terms and conditions, return the signed copy of the Commitment to Award and Accept Funds by the due date stated on the form.

In the event that a Grant Adjustment Notification is issued, or a change to the grant terms and conditions is made, sub-grantee acceptance of changes may not be indicated.

2. SCOPE OF WORK

Funding through this federal program plays an important role in the implementation of the National Preparedness Goal (NPG). Funding shall be used for costs related to planning, organization, equipment, training and/or exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This sub-grant project provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters and other emergencies.

A more detailed project scope of work, timeline, and budget has been submitted in IowaGrants.gov and evaluated by team review, and approved. This application has been allocated funds by the SAA as a sub-grant. Only activities, goods and services that relate to the scope of work in the approved final application will be funded.

3. AWARD SUSPENSION OR TERMINATION

HSEMD, as administering agency, may suspend or terminate sub-grant funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the award scope of work, failing to follow the grant terms or conditions, failing to submit required reports, filing a false certification in the application or other report or document, and/or non-performance.

Sub-grantee may also terminate this Award. To terminate, a 30-day written termination notification must be provided by HSEMD or sub-grantee, via registered or certified mail, return receipt requested. 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.

4. Assurances, Administrative Requirements and Cost Principles

Sub-grantee shall comply with state and federal laws; the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements; and state and federal grant guidance. A nonexclusive list of regulations commonly applicable to FEMA grants administered by HSEMD is listed below:

A. Federal laws (*see Appendix 2*)

- | | |
|--|--|
| 1. Lobbying Prohibitions | 9. Civil Rights Act of 1964 |
| 2. Acknowledgement of Federal Funding from DHS | 10. Civil Right Act of 1968 |
| 3. Copyright | 11. Americans with Disabilities Act of 1990 |
| 4. Use of DHS Seal, Logo and Flags | 12. Age Discrimination Act of 1975 |
| 5. Activities Conducted Abroad | 13. Title IX of the Education Amendments of 1972 |
| 6. Fly America Act of 1974. 40118) | 14. Rehabilitation Act of 1973 |
| 7. Drug-Free Workplace Regulations | 15. Limited English Proficiency |
| 8. Trafficking Victims Protection Act of 2000 | 16. USA Patriot Act of 2001 |

B. Federal Administrative Requirements

1. Office Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS Regulations at Title 44, Code of Federal Regulations (CFR), Part 13.
 - a. **13.20 Standards for financial management systems.** Includes statement that accounting records must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, contracts, etc.
 - b. **13.21 Payment.** Includes statement that methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the sub-grantee.
 - c. **13.22 Allowable costs.** Includes statement that applicable Office of Management and Budget (OMB) cost principles, agency program regulations, and grant terms and conditions will be followed in determining the reasonableness, allowability, and allocability of costs.
 - d. **13.23 Period of availability of funds.** Includes statement that a sub-grantee may charge to the award only costs resulting from obligations during the stated grant performance period.
 - e. **13.24 Matching or cost sharing.** Defines rules and treatment when required by a specific grant.
 - f. **13.25 Program Income.** Defines program income and treatment for deduction if earned.
 - g. **13.26 Non-Federal audit.** Sub-grantee is responsible for obtaining audits in accordance with OMB Circular A-133.
 - h. **13.32 Equipment.**
 - i. Equipment purchased by the sub-grantee with federal award funds is the property of the sub-grantee. The sub-grantee shall comply with federal requirements for use, management, and rights to transfer title. Inventory records shall be maintained and include the following: serial numbers or other identifying numbers, the source of the property (HSGP), the title holder and/or whomever maintains physical possession of the property, acquisition date of each item, dollar cost of the item, the percentage of federal funding used in the purchase, the physical location of the item, and its condition (new, operational, under repair, etc.).

- ii. When equipment is no longer needed by the sub-grantee and the per unit fair market value is less than \$5,000, the sub-grantee may retain, sell, or dispose of the equipment with no further obligation to HSEMD. If, on the other hand, the per unit fair market value is \$5,000 or greater, then the sub-grantee must submit a written request to HSEMD for disposition instructions.
 - i. **13.35 Subawards to debarred and suspended parties.** States that sub-grantees shall not make any award or permit any award (grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs. The Excluded Parties List may be found at <https://www.sam.gov>.
 - j. **13.36 Procurement. Includes purchasing standards and requirements that must be followed for all purchasing, and contracting.**
2. 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)
 3. 44 CFR Part 10, Environmental Considerations
 - a. Sub-grantee shall not undertake any project having the potential to impact Environmental or Historic Preservation (EHP) resources without prior approval by FEMA, including but not limited to communication towers, physical security enhancements, new construction, ground disturbance, and modifications to buildings, structures and objects that are 50 years old or greater.
 - b. Sub-grantees must comply with all conditions placed on the project as the result of the EHP review.
 - c. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

C. Cost Principles

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 Tribal Governments (OMB Circular A-87)
 - a. Defines "capital expenditures, "equipment," "special purpose equipment" and "general purpose equipment."
 - b. States the rules of allowability that apply to equipment and other capital expenditures including:
 - i. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except where approved in advance by the awarding agency. Section 15.b(1), (2), and (3) of Appendix B.
3. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 - a. Defines "capital expenditures, "equipment," "special purpose equipment" and "general purpose equipment."
 - b. States the rules of allowability that apply to equipment and other capital expenditures including:
 - i. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except where approved in advance by the awarding agency. Section 15.b(1), (2), and (3) of Appendix B.

- ii. 48 CFR 31.2, Federal Acquisition Requirements (FAR), Contracts with Commercial Organizations.

D. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
2. Sub-grantees must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The Federal Audit Clearinghouse submission requirements can be found at <http://harvester.census.gov/sac/>.

E. Program Guidance

1. Sub-grantee agrees that all allocations and use of funds under this grant will be in accordance with the federal funding opportunity announcement.

F. State of Iowa and Iowa Homeland Security and Emergency Management

1. Contracting and Procurement
 - a. Contracting and procurement standards must be in accordance with the written adopted procedures of the sub-grantee, as long as the procurement standards conform to applicable State and Federal law. **When local or state requirements are more restrictive than federal requirements, the more restrictive requirements must be followed.**
 - b. Sub-grantee shall ensure that every purchase order or contract includes all clauses required by Federal statutes, executive orders, and other regulations.
 - c. Sub-grantee shall submit bid and contracts greater than \$5,000 to HSEMD, in care of the sub-grantee's grant project officer PRIOR to awarding or executing. HSEMD will review and comment regarding compliance with federal/state guidelines and procedures. Failure to submit for review may result in denial of request for payment if contract/procurement procedures are deemed non-compliant.
2. Travel
 - a. Travel standards must be in accordance with the written adopted procedures of the sub-grantee, as long as the procurement standards conform to applicable State and Federal law.
3. Food/Meal Costs (non-travel)
 - a. Costs must be pre-approved by HSEMD. Refer to Appendix 3: Pre-Approval Request for Food Form.
4. Record Retention
 - a. Pursuant to 44 CFR 13.42, sub-grantee shall retain records for three years after they are notified by HSEMD that the grant has been closed by the Department of Homeland Security/FEMA.
5. Monitoring
 - a. HSEMD shall monitor the programmatic and financial progress of sub-grantees to assure compliance with local, state and federal requirements and that performance goals are being achieved.

- b. Sub-grantee understands that HSEMD may enforce any of the remedies for noncompliance allowed by state and federal regulations.
- c. The closeout of a grant does not affect HSEMD's responsibility to monitor beyond the performance period end date.

5. GRANT MANAGEMENT

A. On-line Grants Management System

Sub-grantee agrees to use Iowa's on-line grants management system for the application and grant management of awards including but not limited to the following:

1. Maintain current sub-grantee contact information in the system.
2. Submit final application and return signed Grant Commitment to Award and Accept Funds by stated deadline.
3. Submit change requests for project scope of work, budgets, timelines, or other via this system.
4. Perform scope of work and incur related expenses within the Performance Period as posted for the award within the system.

B. Payment Requests

Sub-grantee agrees to comply with federal, state and local financial requirements and that all costs incurred shall support the approved project scope of work. In addition, the sub-grantee agrees to:

1. Participate in Payment Request training provided by HSEMD prior to submitting a payment request claim.
2. Follow written Payment Request Guidance established by HSEMD in accordance with state and federal requirements and generally accepted accounting procedures, including:
 - a. Payment requests submitted for reimbursement of expenses is the preferred method of payment. This means the sub-grantee organization has paid the expense and payment verification is included with the claim.
 - b. Payment requests must be submitted quarterly at a minimum for work performed or other expenditures.
 - c. Unless otherwise restricted by grant guidance, payment requests submitted in advance of costs incurred are allowable provided the sub-grantee demonstrates the ability to minimize the time elapsing between the transfer of the funds and their disbursement.
 - i. In general, no more than 30 days should elapse between the date of receipt of a state warrant for an advance and the payout of funds by the sub-grantee.
 - d. Sub-grantee agrees to reconcile all advance payments received with actual expenses paid. When an overpayment has occurred, (the actual expense is less than amount claimed) the sub-grantee must make an administrative offset against other requests for reimbursement. Submit all required documentation to support payment. This applies to advance payments as well as reimbursements.
 - e. Accrued interest on advances must not exceed \$100 per year to awards made under CFDA number 97.067.

C. Reporting

HSEMD has the responsibility to report financial and programmatic information to FEMA. Sub-grantee has the responsibility to report data to HSEMD for inclusion into federal reports. Sub-grantee agrees to comply with all reporting requirements.

- 1) Quarterly Status Reports.
 - a. Progress reports are to be submitted on-line in grant management system.
 - b. Due on Jan. 15, April 15, July 15, and Oct. 15 following the end of each federal fiscal year quarter which is October – December, January – March, April – June, and July – September.
- 2) Exercise Reporting. Following each exercise, the sub-grantee should submit a Homeland Security Exercise and Evaluation Program (HSEEP) Exercise After-Action Report (AAR). Acceptable forms are available at <https://www.llis.dhs.gov/content/hseep-doctrine-and-templates> or from the Exercise forms library at the SharePoint site available to county emergency management coordinators at <https://hsemdpreparedness.iowa.gov/Exercise%20Forms/Forms/AllItems.aspx>.
- 3) Final Status Report. In order to submit the final report due no later than 90 days following the end of the award's performance period end date sub-grantee agrees to:
 - a. Pay all grant obligations in timely manner.
 - b. Submit final payment request including payment verification documentation for reimbursement of funds no later than 45 days of end of performance period.
 - c. Document receipt of final pay warrant from the State of Iowa.
 - d. Reconcile grant accounts to include comparison of actual expenses paid and the actual amounts received from the State. Upon final reconciliation of the overall award, any over-payments by the State of Iowa to the sub-grantee must be immediately returned. Make check payable to "Treasurer, State of Iowa" and mail with explanation to HSEMD's Financial Executive Officer.
 - e. After the final payment warrant from the State of Iowa for grant expenses has been received, and after the grant accounts have been reconciled, complete and submit the Final Status Report.
- 4) Other Reports. Other reports or requests for information as may be determined to satisfy federal or state reporting requirements.

6. INDEMNIFICATION

It is understood and agreed by sub-grantee that these Grant Terms and Conditions are solely for the benefit of the parties to the grant award and gives no right to any other party. No joint venture or partnership may be formed as a result of these Grant Terms and Conditions.

The sub-grantee, on behalf of itself and its successors and assign, agree 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 sub-grantee. This likewise applies to the sub-grantee's authorized representative(s), its contractors, subcontractors, agents, licensees, or other such person associated with the sub-grantee in connection with the Terms and Conditions of this Grant.

The sub-grantee 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 sub-grantee is required to protect, save or hold harmless.

7. GOVERNING LAW, VENUE AND SERVERABILITY

The laws of Iowa shall govern the Terms and Conditions of this Grant. Any and all litigation in connection with this Grant shall be brought in Des Moines, Iowa, in the Polk County District Court for the State of Iowa, if jurisdiction is proper. If jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

8. SOVEREIGN IMMUNITY

The State of Iowa and HSEMD do not waive sovereign immunity by entering into a Grant agreement and specifically retain the defense of sovereign immunity and all defenses available under federal and state laws, rules, regulations for any claim arising out of or related to the Grant.

9. CERTIFICATION

Signature of the Grant Commitment to Award and Accept Funds and submission of the final grant application certifies acceptance of the federal award through HSEMD and that all parties have read and understand the entirety of Grant Terms & Conditions including Appendix 1 through 3, for administering a federal grant through HSEMD.

GRANT TERMS AND CONDITIONS
APPENDIX 1: ASSURANCES AND CERTIFICATIONS

By signing the Grant Commitment to Award and Accept Funds, the Sub-grantee assures and certifies that they will comply with Grant terms and conditions, and specifically, have read, understand and will comply with the requirements identified in this Appendix.

I. HOLD HARMLESS AGREEMENT

Pursuant to sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288), as amended, (42 U.S.C. §§ 5170 et seq. and 5173(b)), the undersigned agrees to indemnify, hold harmless, and defend the United States of America and the State of Iowa, as well as their agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of negligent acts, errors, or omissions of the applicant, their contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by the project or program.

II. ASSURANCES – CONSTRUCTION & NON-CONSTRUCTION PROGRAMS

This duly authorized representative for this applicant does hereby certify that it:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the Awarding Agency, the Comptroller of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award or assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards, or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives, and will include a covenant in the title of real property in accordance with Awarding Agency directives, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
5. Will provide and maintain competent, adequate engineering supervision at all construction sites to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and other information as required by the assistance awarding agency, or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728 - 4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personal Administration (5 CFR § 900, Sub-part F).

9. Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin.
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681 - 1683 and 1685 - 1686), which prohibits discrimination on the basis of sex.
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.)
 - (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse.
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. § 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.
 - (j) The requirements of any other nondiscrimination statute(s) which may apply to the application.
10. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508 and 7324 - 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
11. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 - 333) regarding labor standards for federally-assisted construction sub-agreements.
12. Will comply with the environmental standards which may be prescribed pursuant to the following:
 - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514.
 - (b) Notification of violating facilities pursuant to EO 11738.
 - (c) Protection of wetlands pursuant to EO 11990.
 - (d) Evaluation of flood hazards in flood plains in accordance with EO 11988.
 - (e) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.).
 - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523).
 - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will assist the Awarding Agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

III. SINGLE AUDIT CERTIFICATION AND ASSURANCE

The Office of Management and Budget Circular A-133, the "Single Audit Act, as amended," and the "Single Audit Act Amendments of 1996, as amended," require that Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted. A program specific audit may be conducted in place of a single audit if the auditee meets the terms specified in Office of Management and Budget Circular A-133 Subpart B § __.200, paragraph C.

The Single Audit Act provides that the audit shall be made by an independent auditor and in addition to the financial audit, requires that the independent auditor determine and report on whether the organization has internal control systems to provide reasonable assurance that it is managing Federal assistance programs in compliance with applicable laws and regulations. In order to provide this assurance the auditor must make a study and evaluation of internal control systems used in administering Federal assistance programs. The study and evaluation must be made whether or not the auditor intends to place reliance on such systems.

If there is a "finding" relating to a Federal program administered by Iowa Homeland Security and Emergency Management Department (HSEMD), the sub-grantee certifies that it will submit a copy of the official audit within nine (9) months of the end of the auditee's fiscal year to:

Iowa Homeland Security and Emergency Management Department
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324

If there are no "findings", a copy of the audit report is not required, but the sub-grantee certifies that it will provide written notification that:

- an audit was conducted, *including* - entity (auditee) name, Catalog of Federal Domestic Assistance (CFDA) number(s), the period covered by the audit dollar amount expended
- the schedule of findings and questioned costs disclosed no audit findings relating to Federal award(s) administered by Iowa HSEMD
- the summary of schedule of prior audit findings did not report on the status of any audit findings related to Federal award(s) administered by Iowa HSEMD

IV. The signature upon the Commitment to Award and Accept Funds form shall be treated as certification of the above Assurances and Certifications and material representation of fact upon which reliance will be placed when HSEMD determines to award the covered transaction, grant, or cooperative agreement.

GRANT TERMS AND CONDITIONS**APPENDIX 2: NON-EXCLUSIVE LIST OF FEDERAL REGULATIONS APPLICABLE TO FEMA GRANTS**

Following is a non-exclusive list of federal regulations commonly applicable to FEMA grants:

1. **Acknowledgement of Federal Funding from Department of Homeland Security** – All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
2. **Activities Conducted Abroad** –All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
3. **Best Practices for Collection and Use of Personally Identifiable Information (PII)** – All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.
4. **Copyright** – All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.
5. **Debarment and Suspension** – All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
6. **Drug-Free Workplace Regulations** – All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

7. **Duplication of Benefits** – State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.
8. **False Claims Act and Program Fraud Civil Remedies** – All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
9. **Federal Debt Status** – All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
10. **Fly America Act of 1974** – All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
11. **Hotel and Motel Fire Safety Act of 1990** – In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
12. **Lobbying Prohibitions** – None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found in 31 U.S.C. § 1352.
13. **Non-supplanting Requirement** – Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.
14. **Trafficking Victims Protection Act of 2000** – All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In

accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub recipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award. Full text of the award term is provided at 2 CFR § 175.15.

15. **USA Patriot Act of 2001** – All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
16. **Use of DHS Seal, Logo and Flags** – All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
17. **DHS Specific Acknowledgements and Assurances** – All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
 - b. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

18. **Incorporation by Reference of Funding Opportunity Announcement** – The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.
19. **Acceptance of Post Award Changes** – In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
20. **Age Discrimination Act of 1975** – All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
21. **Americans with Disabilities Act of 1990** – All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).
22. **Title VI of the Civil Rights Act of 1964** – All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
23. **Civil Right Act of 1968** – All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).
24. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)** – All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires

federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

25. **SAFECOM** – Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
26. **Title IX of the Education Amendments of 1972** – All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.
27. **Rehabilitation Act of 1973** – All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
28. **The Federal Funding Accountability and Transparency Act of 2006** – The Federal Funding Accountability and Transparency Act (FFATA) ensures that the public can access information on all entities and organizations receiving Federal funds. Central to the law was the development of www.USASpending.gov, a publically available website with searchable information on each Federal grant. Prime recipients are responsible for reporting contract information over \$25,000 and the compensation of an organization's top five executive officers when more than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually is required.

GRANT TERMS AND CONDITIONS

APPENDIX 3: PRE-APPROVAL REQUEST INSTRUCTIONS FOR FOOD (NON-TRAVEL)

Using federal grant funds to provide food to people attending meetings or conferences is highly scrutinized by FEMA. Costs are subject to reimbursement should FEMA judge an expense to be unnecessary or unreasonable. Therefore, Iowa's Homeland Security and Emergency Management Department (HSEMD) has implemented a two-step process for approval and reimbursement.

Step 1: Pre-approval. HSEMD must pre-approve planned food expenditures from Homeland Security Grant Program (HSGP) funds prior to costs being incurred or food expenditures will not be reimbursed. HSEMD will consider pre-approval of food during an event such as a meeting, workshop, training, exercise or conference associated with the implementation of an HSGP scope of work when it is documented that food costs are necessary and reasonable. **Complete and submit the Pre-Approval Form to your HSGP project officer.** Pre-approval to incur costs does not guarantee reimbursement of expenses.

Step 2: Payment Request Approval. Payment requests that include pre-approved food costs must be on a reimbursement basis only. Advance payments will not be approved. All required documentation must be submitted with the claim. Pre-approval to incur costs does not guarantee reimbursement if the documentation does not support the expenditure or if actual events were substantially different than what was pre-approved.

It is the grantee's responsibility to submit the following documentation with your claim to receive reimbursement for food:

1. Signed Pre-Approval Form
2. Invoice
3. Payment verification
4. Final, distributed event agenda with timeline
5. For meetings: signed minutes that document meeting start and end time
6. Participant sign-up sheet to include:
 - a. Printed name of person in attendance
 - b. Signature of person in attendance
 - c. Name of the organization, association or agency they represent
 - d. Miles traveled to attend event

Non-Allowable Expenses: Grantees should not request pre-approval or seek reimbursement for food items such as breakfast, donuts/rolls, break food, refreshments, snacks, or beverages (other than with a meal) even if this had been prior approved in your scope of work and budget. Alcohol is not an allowable expense under any circumstances. HSEMD will not pre-approve or provide reimbursement for these types of expenditures.

**GRANT TERMS AND CONDITIONS
PRE-APPROVAL REQUEST FORM FOR FOOD (NON-TRAVEL)**

Date of Event	
Projected outcome of event that supports project scope of work.	
Attach or enter outline of event activities to include timeline. Minimum amount of time for an event requiring a meal is five hours.	
Describe intended audience. Include projected number of people to attend and location/distance from where they are traveling.	
Are all participants required to attend the working session scheduled during the meal break?	
Itemized food budget.	
Explain why the provision of food is necessary. Explain why there are no other options for scheduling this event without providing food. Explain why people cannot leave to purchase food or why other arrangements don't work. Explain why this is the only viable, cost-efficient means to conduct the event.	

Submitted by:

Sub-Grantee Name/Title/Date	Signature

Approved by:

HSGP Project Office Name/Date	Signature

HSGP Grant Manager Name/Date	Signature

This approved form must be included with your claim for reimbursement.

IOWA BOMB SQUAD TASK FORCE TEAM
28E AGREEMENT

COPY

I. IDENTITY OF THE PARTIES

This Agreement is entered into this 09 day of AUGUST, 2007, by and between the State of Iowa, Department of Public Defense, Homeland Security and Emergency Management Division, hereinafter referred to as HSEMD, and the **Quad City Bomb Squad** hereinafter referred to as the Sponsoring Organization.

II. PURPOSE & SCOPE

The purpose of this Agreement is to delineate responsibilities and procedures for development, maintenance, and deployment of a homeland security emergency response team, under the authority of Iowa Code section 29C.8 and 605 Iowa Admin. Code ch.12, to enhance state-wide capabilities for response to terrorist or weapons of mass destruction incidents and other disaster emergencies.

Under this Agreement, the Sponsoring Organization agrees to develop and maintain a homeland security emergency response team with specialized equipment and training designed to enhance statewide NIMS Type II / III Bomb Squad Teams; (full-time or part-time bomb squad, capable of handling a moderate incident, including a life-threatening or time-sensitive incident involving sophisticated improvised energetic materials and electronic/remote firing systems, having render safe capabilities up to and including a medium vehicle borne improvised explosive devices containing up to 4,000 lbs. of explosive material and CBRNE dispersal devices, working in a CBRNE environment absent of vapors, with a minimum of two (2) certified bomb technicians), response capabilities; to apply to HSEMD for formal recognition of the Team; and to deploy outside its original jurisdiction for terrorist or weapons of mass destruction incidents and other disaster emergencies when formally requested by the Governor or HSEMD, unless the Sponsoring Organization's Team is needed to perform emergency services within its own jurisdiction. HSEMD agrees to provide technical assistance and available funding to assist development and maintenance of the Team; to utilize the Team when deemed appropriate and necessary; and reimburse the Sponsoring Organization for expenses related to state deployment of the Team as allowed by law and the terms of this Agreement.

The provisions of this Agreement apply only to activities performed by the team during HSEMD sanctioned training and exercises, and state deployment for emergency response initiated by the Governor or HSEMD.

III. DEFINITIONS

- a. Activation: the process of deploying Team resources and members on an emergency response to a designated site. Activation may involve deployment of the full team or a portion of team resources.
- b. Deployment: the period of Team activity, including all activities performed during an emergency response, from time of activation until such time as all Team personnel and assets return to their point of departure. Deployment also includes training and exercise activity from the time of commencement to completion.
- c. HLSERT: a homeland security emergency response team recognized by the Administrator of HSEMD pursuant to Iowa Code section 29C.8 and the administrative rules established by HSEMD.
- d. HSEMD: Homeland Security and Emergency Management Division of the Iowa Department of Public Defense.
- e. Incident Commander: the individual in-charge of coordinating on-site response activities; under normal circumstances this individual will be a qualified representative from the local community responsible for the incident activities including the development and implementation of strategic decisions and for approving the allocation of resources.
- f. Leadership council: advisory group made up of one representative designated by each Sponsoring Organization developing or maintaining a Bomb Squad Task Force HLSERT and one representative designated by the Administrator of HSEMD.
- g. Local deployment: the activation and deployment of Team resources to a designated site as initiated by the Team Leader or Sponsoring Organization to respond to incidents within the originating jurisdiction or at the request of another local jurisdiction, without a directive from the Governor or HSEMD.
- h. Operational Equipment: specialized equipment which is required for safe and efficacious Team operations.
- i. Out-of-Pocket Expense: an expense incurred by an individual Team member during state deployment i.e. housing, meals, and incidental expenses.
- j. Personal Equipment: that equipment which is brought by a Team member for personal support. This equipment is taken by the Team member to support his/her own self-sufficiency requirements.
- k. Point of Departure: the pre-determined location at which Team personnel and assets are staged in order to prepare for deployment.
- l. Sanctioned training: training and exercise activity performed by the Team or Team members at the direction, control and funding of HSEMD or a Sponsoring Organization with prior authorization from HSEMD, designed to develop and maintain the specialized response capabilities of the Team. Sanctioned training may take place within or outside of the state.
- m. State: the State of Iowa, the Governor, or any department, agency or bureau of Iowa state government which the Sponsoring Organization reports or corresponds.
- n. State deployment: the activation and deployment of Team resources for emergency response pursuant to a Governor's disaster proclamation or by a directive of the Administrator of HSEMD. Team activities shall be considered to be related to an emergency response from time of activation, until such time as all Team resources

return to their point of departure. State deployment also includes activities performed during HSEMD sanctioned training or exercise and during emergency responses initiated by the Governor or HSEMD.

- o. Team: the personnel, equipment, and other resources designated the Sponsoring Organization to comprise the homeland security emergency response team. Iowa residency is not required for team membership. In order to be eligible for state deployment, the Team must be recognized by the Administrator of HSEMD pursuant to Iowa Code section 29C.8 and 605 Iowa Admin. Code ch. 12.
- p. Team Leader: the designated individual responsible for team training, credentialing, resource typing, equipment maintenance, mobilization, and tactical direction of the Team.
- q. Team members: response or support personnel assigned by the Sponsoring Organization or Team Leader to the Team. In order to be recognized as Team members during a State Deployment, individuals must be listed on the Team roster provided to HSEMD at the time of Team registration or deployment.

IV. RESPONSIBILITIES OF THE PARTIES

- a. HSEMD agrees to:
 - 1. Coordinate 24/7 communications related to the Team formation and activity between the State of Iowa, the Sponsoring Organization, other local jurisdictions, and other relevant governmental and private parties.
 - 2. Provide technical support to the Sponsoring Organization and the Team Leader to assist with development and maintenance of the Team to ensure an appropriate level of readiness.
 - 3. Designate a representative to serve on the leadership council.
 - 4. Provide technical assistance and staff support to the leadership council.
 - 5. Process the application for recognition of the Team, pursuant to 602 IAC ch. 12.
 - 6. Provide funding, as available, for operational equipment and sanctioned training for the Team and Team members. Funding may be restricted, limited, qualified, or otherwise dependent and/or contingent on future funding sources.
 - 7. In conjunction with the leadership council establish team standards and resource typing, including but not limited to:
 - i. minimum training requirements Bomb Squad Task Force Team members and other credentialing requirements for Bomb Squad Task Force HLSERTs.
 - ii. necessary operational equipment for Bomb Squad Task Force HLSERTs;
 - iii. standard operating procedures for activation, mobilization and demobilization of Bomb Squad Task Force HLSERTs.
 - 8. Implement standard operating procedures when requesting a state deployment.
 - 9. Maintain 24-hour alert capabilities, including a point-of-contact or duty officer available at all times.
 - 10. Develop criteria for determining when state deployment of the Team and other HLSERTs is appropriate and assess requests for state deployment of HLSERTs.
 - 11. Based on established criteria and an on-scene assessment provided by the incident commander or county emergency management coordinator, identify the need for full or partial activation of team resources, define the mission for each

state deployment, and request activation of team resources as appropriate for the mission.

12. Reimburse the Sponsoring Organization for direct costs associated with a state deployment for emergency response, pursuant to the provisions of section VI(a) of this Agreement and 605 IAC ch. 12.
13. Reimburse the Sponsoring Organization for replacement and/or rehabilitation of damaged or destroyed equipment used in the course of the operations, pursuant to the provisions of section VI(a) of this Agreement and 605 IAC ch. 12.
14. Assist the Sponsoring Organization in preparation and submission of disability, workers' compensation, and death benefit claims for Team members, when requested.

b. The Sponsoring Organization agrees to:

1. Designate a representative to serve on the leadership council.
2. Recruit and organize a homeland security emergency response team using standards developed by HSEMD and the leadership council for Bomb Squad Task Force Teams. Team members may be recruited from within the Sponsoring Organization's jurisdiction and from other areas within or outside of the state.
3. Maintain sufficient staffing to operate a functioning fully credentialed team and ensure that each Team member meets the training requirements and holds required credentials for participation on the Team. The Sponsoring Organization has sole oversight and responsibility for personnel within the Team, including development of conduct standards and disciplinary procedures.
4. Provide training to Team members, as funding from the HSEMD and the Sponsoring Organization permits. Training shall be consistent with the objectives of upgrading, developing and renewing skills as needed to maintain qualifications for a particular position on the Team.
5. Be accountable for operational equipment purchased by HSEMD or with HSEMD funding and assure that equipment is operationally ready for deployment, if requested by HSEMD.
6. Implement the Incident Command System in a fashion consistent with the Occupational Safety and Health Administration regulations and the National Incident Management System.
7. Adopt and implement a 24/7 internal call-out system and standard operating procedures for the Team.
8. Implement the standard operating procedures for activation, deployment, and demobilization developed by the leadership council and HSEMD.
9. Provide a timely response to an activation request made by HSEMD, and deploy the Team unless the Sponsoring Organization determines the Team is needed to perform emergency services in its' own jurisdiction.

10. When activated for a state deployment:
 - i. supply team resources to provide assistance to jurisdictions that have made a formal request through HSEMD.
 - ii. provide additional operational equipment and staff support for team-related activities, as agreed upon with HSEMD, subject to the availability of such personnel and equipment which will be based upon requirements and priorities of the Sponsoring Organization and the State at the time such personnel and equipment are requested.
 - iii. continue to provide assistance until it is determined that team resources are no longer necessary and team resources are disengaged by HSEMD.
11. Provide administrative, financial, and personnel management as they relate to the Team.
12. Use a control system to ensure adequate safeguards to prevent loss, damage, or theft of equipment purchased for the Team by or with funding provided by HSEMD. Upon any loss, damage, or theft of the property, promptly notify HSEMD and investigate and fully document the incident.

V. PROCEDURES

a. *Concept of Operation:*

1. State deployment – The Team shall be activated as a state asset only pursuant to a Governor’s disaster proclamation or by a directive of the Administrator of HSEMD.
 - i. Team resources may be deployed as a state asset to provide assistance to local jurisdictions in Iowa when these entities have been disrupted or overwhelmed by a terrorist or weapons of mass destruction or other disaster emergency incident.
 - ii. Team resources may also be deployed as a state asset to provide assistance to other states, pursuant to the interstate emergency management assistance compact set forth in Iowa Code section 29C.21 [EMAC].
 - iii. Deployment may involve the full team or a portion of team resources.
 - iv. Team resources may be deployed singularly, or as part of a collective response involving multiple homeland security emergency response teams.
2. Local deployment – At the discretion of the Sponsoring Organization, Team resources may be deployed upon direct request from a political subdivision of the state, pursuant to a local mutual aid agreement or the statewide mutual aid compact [IMAC], without a directive from the Administrator of HSEMD or a Governor’s disaster proclamation.
 - i. The provisions of this Agreement are not triggered by a local deployment.
 - ii. The State and HSEMD assume no responsibility for reimbursing costs associated with a local deployment.
 - iii. The Sponsoring Organization may seek cost reimbursement from the political subdivision making the request in accordance with any existing mutual aid arrangements.
 - iv. If during the course of a local deployment, a governor’s proclamation is issued

or the Administrator of HSEMD determines that a state deployment is appropriate, the Administrator shall notify the Sponsoring Organization of the date and time the deployment converts to a state deployment.

b. Activation:

1. Upon a directive from the Governor and/or determination by HSEMD that use of team resources is prudent, HSEMD shall request activation of team resources necessary to respond to the terrorist or weapons of mass destruction incident or disaster emergency.
2. When mobilization is necessary, an activation request shall be communicated by HSEMD to the identified Team leader.
3. As soon as possible after receipt of an activation request, the Team leader will inform HSEMD whether the requested team resources are available for deployment and, if so, initiate internal call-out procedures.

c. Mobilization and Deployment:

1. The Team Leader shall notify Team members of HSEMD initiated activation.
2. Requested team resources will be ready for deployment within one 1 hour after activation by HSEMD, unless the Team is needed to perform emergency services within its' own jurisdiction.

d. Command at the Incident Site:

1. The Team leader shall report to the Incident Commander at the disaster site and coordinate incident activities with the designated operations officer or personnel identified by the Incident Commander as having these duties and responsibilities.
2. Concurrently, an evaluation of the incident by the on-scene Team leader will be conducted. This assessment will indicate the need for additional HSERT resources. All additional requests for resources will be made through HSEMD.
3. The Incident Commander, or his/her designee, shall have the power to issue reasonable orders and directives to the Team. The Team will then act on those orders, as long as those directives are deemed by the Team leader to be safe, within the capabilities of the Team, and within the scope of the mission request. It is the responsibility of the on-scene Team Leader to monitor and ensure the safety of Team personnel and equipment.
4. Approval from HSEMD shall be obtained by either the Incident Commander or Team leader before resources are used to perform services outside the scope of the original mission.
5. HSEMD and other members of the Leadership Council will provide technical advice when appropriate, but will not assume command of the scene.

- e. Disengagement:* When HSEMD, in consultation and coordination with the Incident Commander and the on-scene Team Leader, determines that the mission of the team has been achieved or deployment of the team is no longer necessary, Team members will be released from the incident site, allowing resources to return to their respective jurisdictions. The Sponsoring Organization may request disengagement if it determines that team resources are needed to perform emergency services in its' own

jurisdiction.

VI. FINANCIAL AGREEMENTS

- a. Reimbursement of state deployment-related costs:
 - 1. HSEMD and the State shall reimburse the Sponsoring Organization for direct costs associated with a state deployment for emergency response.
 - 2. Reimbursable costs include:
 - i. Compensation paid by the Sponsoring Organization to Team members during the state deployment;
 - ii. Out-of-pocket expense reimbursement or per-diem payments made by the Sponsoring Organization to Team members in accordance with Sponsoring Organization travel policy or regulations;
 - iii. The value of Sponsoring Organization materials, equipment, mileage expenses and supplies consumed during state deployment, on a replacement basis subject to the availability of funds.
 - iv. Rehabilitation or replacement costs of operational equipment damaged or destroyed during state deployment, subject to the availability of funds.
 - 3. Request(s) for cost reimbursement shall be submitted to HSEMD by the Sponsoring Organization within thirty (30) days of the demobilization of the Team, unless additional time is granted by HSEMD.
- b. Funding for equipment and training:
 - 1. HSEMD will provide operational equipment or funding for the purchase of operational equipment, as available. Ownership of equipment purchased by HSEMD or with HSEMD funds shall be controlled by the specific terms of the grant program through which the funds are made available.
 - 2. HSEMD will provide funding for training and exercises targeting the specialized response capabilities of the Team, as available.
- c. Local deployment-related costs will not be reimbursed by HSEMD. The Sponsoring Organization may seek cost reimbursement from the political subdivision making the request in accordance with any existing mutual aid arrangements.
- d. Liability protection and workers compensation for Team member claims.
 - 1. Team members involved in a state deployment shall be considered state employees for purposes of Iowa Code chapter 669, the State Tort Claims Act.
 - 2. Disability, workers' compensation, and death benefits for Team members involved in a state deployment shall be paid by the state in a manner consistent with the provisions of Iowa Code chapters 85, 410, or 411 as appropriate, provided that the member is registered with HSEMD as a member of the an approved Team. Notification of a compensable loss by a Team member shall be provided by the Sponsoring Organization to the Iowa Department of Administrative Services, through the process set forth in HSEMD administrative rules, 605 IAC ch. 12.
 - i. The State shall reimburse the Public Safety Peace Officers Retirement, Accident, and Disability System, the Iowa Public Employees' Retirement

- System (IPERS), or the Municipal Fire and Police Retirement System of Iowa for any additional expenses incurred as a result of the injuries.
- ii. The State shall reimburse any third party payer of benefits paid to an injured civilian task force member under Iowa Code Chapters 85 or 86. If an injured Task Force Member is not entitled to workers' compensation benefits, the state will pay the injured Task Force Member such benefits, as he/she would have otherwise been entitled to under Iowa Code Chapters 85 and 86.
 - iii. The State will also reimburse the Sponsoring Organization for any and all expenses it may incur as a result of any injuries to the Sponsoring Organization's Task Force Members, including but not limited to any medical expenses or benefits paid under the provisions of Iowa Code Chapters 97A, 97B, 410 and 411.

VII. REPORTING & RECORD KEEPING REQUIREMENTS

- a. The Sponsoring Organization shall comply with the registration and report updating requirements established by HSEMD administrative rule, 605 IAC ch. 12.
- b. Verification of Team member credentials shall be submitted on an annual basis and at other times as requested by HSEMD.
- c. The Sponsoring Organization will submit semi-annual financial and activity reports to HSEMD.
- d. The Sponsoring Organization shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred for which reimbursement is requested under this Agreement.
 1. The Sponsoring Organization shall maintain records with sufficient detail to demonstrate compliance with this Agreement and shall retain these records for a period of five (5) years after the fiscal year in which reimbursement is requested.
 2. The Sponsoring Organization shall permit the Auditor of the State of Iowa or any authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Sponsoring Organization relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Sponsoring Organization shall not impose a charge for audit or examination of its books and records.

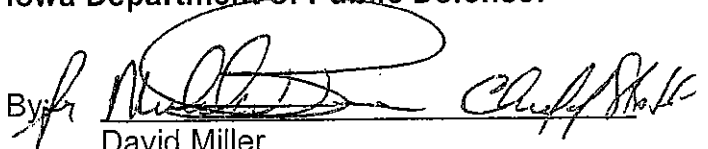
VIII. CONDITIONS, AMENDMENTS AND TERMINATION

- a. Conditions: Nothing contained in this Agreement shall be construed to compel the sponsoring organization to respond to any request for mobilization and deployment when the division members are, in the opinion of the Sponsoring Organization, required to perform emergency services in its own jurisdiction.
- b. Amendments: This Agreement may be amended or modified only upon written

- agreement of all parties; all amendments will be attached to this Agreement.
- c. Addenda: This Agreement shall be supplemented with addenda identifying minimum training and other credentialing requirements for the Team and team members, necessary operational equipment for the Team, and standard operating procedures for activation, mobilization and demobilization of the Team, as these items are developed by HSEMD and the leadership council. The addenda may be amended and additional addenda may be developed as agreed upon by the parties.
 - d. Termination:
 1. The Agreement may be terminated without cause by either party upon 30 days written notice.
 2. The record keeping and access requirements set forth in section VII(d) remain in force following termination.
 - e. Equipment purchased with grant funds: Ownership of operational equipment purchased for the team by HSEMD or with funds provided by HSEMD shall be subject to the terms and conditions of the grant program through which funding for the equipment is provided.
 - f. Duration/continuation: This Agreement will continue in force until terminated by on of the parties.
 - g. Annual review: The parties will annually review this Agreement and decide if the existing Agreement is functional and if any necessary modifications exist.
 - h. Compliance with applicable laws: The Sponsoring Organization agrees to comply with the all-applicable local ordinances and state and federal laws and regulations regarding when performing services and purchasing goods or services related to performance of this Agreement. Personnel policies, use of facilities, supplies and services will be in compliance with all local, state and federal regulations guaranteeing nondiscrimination.
 - i. No governing board: No separate legal or administrative entity is created by this Agreement.

IX. EXECUTION


**Homeland Security and Emergency Response Division,
Iowa Department of Public Defense:**

By: 
David Miller
Administrator & Homeland Security Advisor


Quad City Bomb Squad

Contributing Agencies:

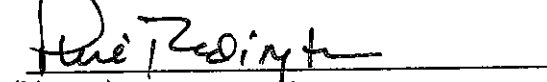
- Scott County Sheriff's Department
- Davenport Police Department
- Bettendorf Police Department
- Rock Island County Sheriff's Department Rock Island, Illinois
- Moline Police Department Moline, Illinois

By: 
(Name)
SHERIFF
(Title)

Scott County Sheriff's Department


(Name)
Chief of Police
(Title)

Davenport Police Department


(Name)
Chief of Police
(Title)

Bettendorf Police Department

Michael P. Huff
(Name)
Sheriff
(Title)

Rock Island County Sheriff's Department

Dan C. Franzen
(Name)
CHIEF OF POLICE
(Title)

Moline Police Department



***STANDARD OPERATIONS
PROCEDURAL MANUAL***

QUAD CITY BOMB SQUAD

**QUAD CITY BOMB SQUAD
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QUAD CITY BOMB SQUAD

I. MISSION STATEMENT

- A. Render safe and/or remove suspected improvised explosive devices, incendiary devices, explosives, explosive chemicals (as currently defined by the Bureau of Alcohol, Tobacco, and Firearms) pyrotechnics and ammunition.
- B. Provide for legal, proper and safe transportation, disposal and/or storage of explosives and other items referred to above. (Except explosive chemicals)
- C. Assist primary agency responsible for post bomb crime scene investigation. (See ANNEX).
- D. Assist primary agency responsible for the collection and preserving of the evidence.
- E. Prepare and provide court room testimony as needed.
- F. Store, maintain and inventory bomb squad equipment.
- G. Provide technical support to special operations, i.e., Marijuana Fields, Drug Labs, Arson/Suspicious Fires, Explosives Permit/Storage Inspection, SWAT Support, Arson/Fire as well as Special Searches.
- H. Provide dignitary protection (if called upon).
- I. Prepare and participate in explosive related training programs.
- J. Maintain and be familiar with a technical library of FBI Bomb Data Center publications and other explosive related materials.
- K. Maintain professional liaison with other state and local bomb squads, military Explosive Ordnance Disposal (EOD) units, Federal agencies and professional associations.
- L. Compile and report technical data on explosive devices and incidents.
- M. Develop agency emergency response plans for a bomb threat, actual improvised explosive device and bomb crime scene.
- N. Develop and promulgate bomb threat awareness and safety programs for public and private organizations.

- O. Report found or recovered military ordnance to military EOD units. Contact and follow their direction.
- P. Fireworks Disposal.

II. ASSIGNMENT - CHAIN OF COMMAND

- A. Command of the bomb disposal unit shall rest with the unit commander or his designee. In the absence of the senior technician, as established by Hazardous Devices School (HDS) graduation, he shall assume responsibility for the conduct of the unit. He shall be in charge of the scene until the incident is relinquished.

III. TRAINING

- B. Initial bomb technician training.
 - 1. Each bomb technician will satisfactorily complete the FBI Hazardous Devices School.
 - 2. Each bomb technician will complete an on the job probationary/training program under the supervision of experienced technicians.
- C. On going/In-service training.
 - 1. Each technician will participate in a minimum of eight (8) hours training per month. This will include a minimum of forty (40) hours of hands-on explosives related training per year. Research and Development (R & D) will be a part of in-service training.
 - 2. Each technician shall attend the HDS Refresher forty (40) hour course every three (3) years or as soon as possible within a reasonable time frame.
- D. Advanced/Additional Training
 - 1. Each technician shall maintain professional associations so as to avail themselves of current trends and changes in the industry.
 - 2. Each technician shall participate in advanced training programs including, but not limited, to the following:
 - a. FBI Technicians Course
 - b. FBI Investigators Course
 - c. International Association of Bomb Technicians and Investigators (IABTI) State, Regional and International Conferences.
 - d. Bureau of Alcohol, Tobacco and Firearms (BATF) Investigator's Courses.

IV. BOMB THREATS

A. EXTERNAL AGENCIES

Bomb Squad response to bomb threats will be limited to those of an unusual nature or those against high threat areas. Initial response to facilities having received bomb threats will be handled by uniform patrol. Searches and evacuation of areas receiving bomb threats will normally be the responsibility of the facility owner/manager.

B. INTERNAL AGENCIES

Bomb Threats against the department will be handled by departmental personnel.

V. SUSPICIOUS PACKAGE/SUSPECT DEVICE/IMPROVISED EXPLOSIVE DEVICE OR HOAX DEVICE

Handle in accordance with Special Technicians Bulletin (STB) 87-4 and HDS guidelines, practices and procedures pertaining to the above.

VI. EVACUATION

A. The decision to evacuate a location/structure lays with the responsible owner/agent until the identification of a potential hazardous device.

B. Where a suspicious/hazardous device is located the unit commander/senior technician will direct the responsible law enforcement agency to evacuate in a manner consistent with accepted National Guidelines (FBI, IABTI training programs).

VII. MUTUAL AID - GEOGRAPHIC JURISDICTION

A. Mutual Aid memorandums/agreements shall be in written form and signed by participating jurisdictions/agencies. In the event of emergency response when no written agreement exists approval rests with the unit commander/senior technician (in compliance with departmental procedure).

B. The responsibility for the conduct of the bomb disposal unit when operating outside of their specific jurisdiction remains with the unit commander or his designee.

VIII. PROCEDURES

ORGANIZATIONAL STRUCTURE

1. Agency/department specific
2. Bomb Squad Commander should have a minimum rank of sergeant except where the rank of sergeant is absent then shall revert to the most senior bomb technician.

IX. SELECTION/RETENTION OF PERSONNEL

- A. Must first volunteer then be recommended by the individual agency responsible for bomb disposal and approved by the Hazardous Device Commander and two senior technicians.
- B. Meet FBI Bomb Data Center application requirements, i.e., physical examination, credit check, arrest check, etc. Baseline physical for retention to include blood work analysis on annual basis.
- C. Have five (5) years experience in department.
- D. Have five (5) years retainability within the public safety agency.
- E. Be a willing volunteer to engage in basic bomb technician training.
- F. Should possess, by vocation or avocation, familiarity with activities requiring manual dexterity.

X. GENERAL SAFETY

- A. Bomb Squad Operation Considerations - by Priority
 1. Public Safety.
 2. Safety of the officers on the scene (including the bomb technician).
 3. Protection and preservation of public and private property.
 4. Collection and preservation of evidence.
 5. Convenience to the public/restoration of services.
- B. Bomb Response Principles
 1. Do not hand enter pipe bombs.
 2. Human life shall not be placed in jeopardy for the purpose of securing or preserving evidence or property.
 3. A bomb squad response team must include two (2) bomb technicians with essential safety equipment.
 4. Only bomb squad personnel or those requested by the bomb squad shall be permitted within the bomb disposal operation perimeter.

5. Paramedics and emergency fire personnel will be present when the bomb squad responds to the scene of a suspicious item and during the demolition of all explosives including training.

XI. ESSENTIAL EQUIPMENT USE ON SUSPICIOUS ITEMS

The overall situation including the circumstances and the physical environment will be used by the unit commander/senior bomb technician on site in determining the use of the X-ray generator, bomb suit or disrupter. The following general guidelines will be used in making this determination and the unit commander/senior bomb technician on scene will be responsible for justifying failure to comply with these guidelines.

A. Bomb Suits

1. Life Threatening Situation - Use/Non-Use is at the discretion of the unit commander/senior bomb technician on the scene.
2. Non-life Threatening Situation - The bomb suit will be worn in all situations except:
 - a. Where it is physically impossible.
 - b. Explosive/flammable Atmosphere.
 - c. High Potential of Booby traps.

B. X-Ray

1. Life Threatening Situation - Use/Non-Use is at the discretion of the unit commander/senior bomb technician on the scene. Normally an X-ray will be taken if possible.
2. Non-Life Threatening Situation
 - a. Suspect Mailed Package/Letter - Normally used
 - b. Low Potential Suspicious Items - Normally used
 - c. High Potential Suspicious Items - Not required
(Discretion of unit commander/senior bomb technician present)
 - d. Checking Components/Explosives for Secondaries - Normally used

C. Disrupters

1. Life Threatening Situation - Normally not used; however, if in the opinion of the unit commander/senior bomb technician on scene this is the most probable means of successfully rendering safe the situation, it may be used.
2. Non-Life Threatening Situation
 - a. Low potential suspicious item - Used after X-ray procedures if considered necessary.
 - b. High potential suspicious items - Used with or without X-ray at discretion of senior bomb technician.

- D. Self-Contained Breathing Apparatus (SCBA) and fire retardant "Bunker" gear will be accessible to bomb squad personnel (i.e. from the fire department on the scene) and utilized at post blast scenes or where deemed necessary.
- E. Additional Equipment
 - 1. Vehicles
 - a. A vehicle suitable for transporting all the team's equipment and two technicians. It must be capable of towing a trailer and all remote removal equipment.
 - b. A trailer capable of transporting a suspected device. Should safely vent to totally contain a detonation that may occur.
 - 2. Special and Safety Equipment as per STB 87-4 and any additional tools or specialty equipment the commander deems appropriate.
 - 3. Inventory of Equipment
 - a. It is the commander's responsibility to ensure that all equipment is routinely inspected (monthly) for accountability and serviceability. Any equipment found to be unserviceable will be repaired or replaced as quickly as practical.
 - b. The commander will designate personnel to conduct and record scheduled maintenance of all assigned equipment.
 - c. All equipment will be stored in a secure and immediately accessible manner. Provision will be made for constant access to unit's equipment in the event of the commander's absence.

XII. TRANSPORTATION OF SUSPICIOUS ITEMS

- A. Normally, suspect devices will be neutralized on site. The decision to transport a suspect device will be weighed carefully to ensure that the act of loading and transporting does not unduly increase the hazards to the technician or the public. Will be done only when it can be safely accomplished by remote procedures.
- B. Transportation will be coordinated with the Traffic Control Division.
- C. Destroying in place will be given first consideration in all non-life threatening situations involving abandoned/deteriorated explosives, explosive chemicals and suspect devices. Normally this will only be done in remote areas, etc.
- D. Vehicular response should be conducted in the most prudent manner consistent with the information regarding the incident.

XIII. ANNEXES

A. Annex on Responses

To Suspect Devices

1. Initial Actions (all situations)
 - a. Verify/Change Evacuation
 - b. Determine Life Threatening/Non-Life Threatening
 - c. Verify/Request Support - fire and ambulance
2. Life Threatening Situation
 - a. Consider possibilities of reducing situation to non-life threatening situation without working on the device. (Revert to non-life threatening procedures whenever possible).
 - b. Consider Time Factor.
 - c. Due to the extreme nature of a life threatening situation, the unit commander/senior bomb technician on scene is authorized full latitude in determining:
 - (1) The type of RSP to attempt.
 - (2) The type of equipment used.
 - (3) The use/non-use of essential safety equipment.
 - (4) The number and exposure time of bomb technicians/support personnel on scene.
3. Non-Life Threatening Situation
 - a. Normally remote procedures will be employed, particularly on closed bombs. Open bombs may require immediate action by the bomb technician on scene. Any procedure conducted in a non-life threatening situation must be justified in writing by the bomb response team.
 - b. Wait minimum sixty (60) minutes from first uniformed officers arrival.
 - c. Determine initial course of action/render safe attempt. (If available - ROBOT - 1st priority of consideration).
 - d. Limit initial response on the suspect package to one properly equipped technician (if possible). Every attempt will be made to minimize exposure time.
 - e. Render the item or the situation safe. (This may include an attempted render safe; a subsequent detonation and a check for residual/additional hazards; removal and transportation of the suspect item; or determination that the item is not a bomb).
 - f. There shall be a minimum wait time of thirty (30) minutes between each render safe procedure.
 - g. Suspect items and/or disposal no longer require any type of emergency handling. Time is no longer a factor. Procedures used will be remote and exposure time will be held to an absolute

minimum.

4. Final Actions
 - a. Transport/disposal of hazardous item/material (written directions from the court are strongly recommended).
 - b. Crime Scene Investigation.
5. Hoax Devices

Until otherwise determined, all suspected hoax devices shall be handled as if an actual device.
6. Commercial Deteriorated Products

Due to the unique safety hazards posed by loading and unloading deteriorated commercial products, the handling of such should be given special consideration. Destroying in place will be given first consideration in all non-life threatening situations.

B. Annex on Post Blast

1. Bomb squad will respond to all post blast incidents to:
 - a. Check for secondary devices.
 - b. Check for residual/unconsumed explosives.
2. Bomb squad will:
 - a. Assist in Investigation (or)
 - b. Turn over to crime scene investigation unit.

C. Range Annex - Ranges in both the Illinois and Iowa Quad Cities.

1. Range Limits - 200' cleared area around site/2400' to nearest occupied building.
2. Minimum Number of Personnel - Two (2)
3. Procedures for the type of activity: Per HDS procedures
 - a. Training
 - b. Fireworks
 - c. Device Residue
 - d. Deteriorated Explosives
 - e. Explosive Chemicals
 - f. Excess Explosives
4. Radio Transmissions - Receiving only/no transmission within 300'.
5. Grounding Procedures
6. Special Clothing - No static producing or conductive material is permitted.
7. Communication - Radio and telephone available (Radio transmission beyond 300').
8. Notifications - Coordinate disposal operations with appropriate authorities and surrounding facilities which may be affected.
9. Access - Restricted to EOD personnel and emergency response personnel, or fire apparatus and ambulance. The commander will control access.
10. Range Safety Officer responsibilities - Observe operations and ensure

appropriate procedures are adhered to per HDS procedures.

11. Misfires - As per HDS procedures.

12. Lighting.

D. Transportation Annex

Devices are to be removed and transported only when the present area cannot withstand a detonation and said device can be safely removed by remote means.

1. Compliance with regulations (DOT, State, Local).

2. Routes (Basic Explosives/Bomb Transport) to avoid heavily populated areas and critical facilities.

3. Type of Vehicle - Trailer capable of venting or containing a detonation, should one occur while device being transported.

4. Placarding.

5. General Items:

a. Smoking/Flame Producing devices

b. Speed Limit

c. Blasting Cap/Explosive in same vehicle

d. Vehicle left unattended

e. Fire extinguisher

f. Vehicle Operating Condition

E. Storage Annex

1. Type of Container(s) - BATF guidelines - Attach guidelines.

2. License Requirements.

3. Type Lock (Key) Control - Lock for ATF regulations, keys controlled by commander.

4. Inventory - Conducted by commander. Verification is maintained by the commander with a copy on file in the storage facility.

5. Drainage/Ground Maintenance

6. Signs/Markings

7. Distance Requirements

8. Authorization to Store (ATF/State/Local)

9. Housekeeping Requirements

10. Compatibility Requirements/Limitations

F. Support Requirements Annex

1. Evacuation

2. Fire Support

3. Ambulance Medical Assistance

4. Utilities (Gas/Electric)

5. Technical Assistance/Expertise

a. Crime Scene Specialist

b. Metallurgist

- c. Chemist
 - d. Hazardous Materials Team
- 6. City Engineers
 - a. Blueprints
 - b. Building Plans
- 7. Area Personnel/Keys
- 8. Heavy Equipment
 - a. Trained operator
 - b. Dump truck with sand
- 9. Task Force - Call List
 - a. Federal Aviation Administration
 - b. Bureau of Alcohol, Tobacco and Firearms
 - c. Federal Bureau of Investigation
 - d. Postal Inspectors
- 10. Cryogenics Support

G. Other Annexes

- 1. Industry/Government Training
- 2. Marijuana Fields
- 3. Clandestine Drug Labs
- 4. Dignitary Protection
- 5. Vehicle/Equipment Maintenance
- 6. SWAT/Explosive Entry
- 7. R & D/New Equipment
- 8. Explosive Storage/ETC Inspections
- 9. Media Releases
- 10. Special Searches
- 11. Arson/Fire

APPLICATION ASSURANCES AND CERTIFICATIONS

I. HOLD HARMLESS AGREEMENT

Pursuant to sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288), as amended, (42 U.S.C. §§ 5170 et seq. and 5173(b)), the undersigned agrees to indemnify, hold harmless, and defend the United States of America and the State of Iowa, as well as their agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of negligent acts, errors, or omissions of the applicant, their contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by the project or program.

II. CERTIFICATION REGARDING LOBBYING

As required by the regulations implementing the New Restrictions on Lobbying (44 CFR § 18), this applicant hereby certifies that, to the best of their knowledge and belief:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

III. DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

As required by Executive Order #12549, Debarment and Suspension, and implemented by 44 CFR Part 13, for prospective participants in primary covered transactions, as defined in 44 CFR Part 13, § 13.35.

This applicant hereby certifies that it and its principals:

1. (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. (b) Have not within a three-year period preceding this application been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for, or otherwise criminally or civilly charged by a

governmental entity (Federal, State, or local), with commission of any of the offenses enumerated in the preceding paragraph of this certification. (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the applicant is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

IV. ASSURANCES – CONSTRUCTION & NON-CONSTRUCTION PROGRAMS

This duly authorized representative for this applicant does hereby certify that it:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the Awarding Agency, the Comptroller of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award or assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards, or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives, and will include a covenant in the title of real property in accordance with Awarding Agency directives, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
5. Will provide and maintain competent, adequate engineering supervision at all construction sites to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and other information as required by the assistance awarding agency, or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728 - 4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personal Administration (5 CFR § 900, Sub-part F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of a lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin.
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681 - 1683 and 1685 - 1686), which prohibits discrimination on the basis of sex.
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.)
 - (e) The Drug

- Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse. (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism. (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. § 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing. (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made. (j) The requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to interests in real property acquired for project purposes regardless of Federal participation in purchases.
 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508 and 7324 - 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 - 333) regarding labor standards for federally-assisted construction sub-agreements.
 14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 15. Will comply with the environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514. (b) Notification of violating facilities pursuant to EO 11738. (c) Protection of wetlands pursuant to EO 11990. (d) Evaluation of flood hazards in flood plains in accordance with EO 11988. (e) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.). (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.). (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523). (h) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 16. Will comply with the Wild Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 17. Will assist the Awarding Agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
 18. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 19. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

20. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

V. CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988 and 44 CFR Part 17, Sub-part F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification that follows is a material representation of fact upon which reliance will be placed when the Agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (44 CFR Part 17, subpart C, 17.300, and subpart D, 17.400).

The Grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees 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 violation of such prohibition.
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
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.
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the notification statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing within ten calendar days after receiving notice under sub-paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions within 30 calendar days of receiving notice under sub-paragraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination of employment, consistent with the requirements of the Rehabilitation Act of 1973, as amended, - or -
 - (2) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), & (f).

VI. SINGLE AUDIT CERTIFICATION AND ASSURANCE

The Office of Management and Budget Circular A-133, the "Single Audit Act, as amended", and the "Single Audit Act Amendments of 1996, as amended", require that Non-Federal entities that expend \$500,000.00 or more in a year in Federal awards shall have a single audit conducted. A program specific audit may be conducted in place of a single audit if the auditee meets the terms specified in Office of Management and Budget Circular A-133 § _____.200, paragraph C.

The Single Audit Act provides that the audit shall be made by an independent auditor and in addition to the financial audit, requires that the independent auditor determine and report on whether the organization has internal control systems to provide reasonable assurance that it is managing Federal assistance programs in compliance with applicable laws and regulations. In order to provide this assurance the auditor must make a study and evaluation of internal control systems used in administering Federal assistance programs. The study and evaluation must be made whether or not the auditor intends to place reliance on such systems.

If there is a "finding" relating to a Federal program administered by Iowa Homeland Security and Emergency Management Division, the grantee certifies that it will submit a copy of the official audit within nine (9) months of the end of the auditee's fiscal year to:

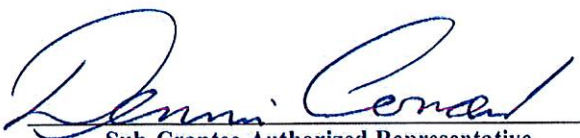
Iowa Homeland Security and Emergency Management Department
7105 NW 70th Avenue, Camp Dodge - Bldg W-4
Johnston, IA 50131

If there are no "findings", a copy of the audit report is not required, but the grantee certifies that it will provide written notification that:

- ◆ an audit was conducted, *including* - entity (auditee) name, Catalog of Federal Domestic Assistance (CFDA) number(s), the period covered by the audit dollar amount expended
- ◆ the schedule of findings and questioned costs disclosed no audit findings relating to Federal award(s) administered by Iowa Homeland Security and Emergency Management Department
- ◆ the summary of schedule of prior audit findings did not report on the status of any audit findings related to Federal award(s) administered by Iowa Homeland Security and Emergency Management Department.

The terms and conditions of this certification apply to any and all sites and locations at which the sub-grantee works or otherwise conducts business. The signature certification of this form shall be treated as a material representation of fact upon which reliance will be placed when the grantee determines to award the covered transaction, grant, or cooperative agreement.

My Signature below certifies that I have read and agree to all assurances and certifications.

<p>_____</p> <p>Sub-Grantee Chief Executive Officer or Elected Official</p>	 <p>Sub-Grantee Authorized Representative</p>
<p>_____</p> <p>Date</p>	<p style="text-align: center;">1/21/16</p> <p>_____</p> <p>Date</p>

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

January 28, 2016

APPROVAL OF THE 2014 HOMELAND SECURITY GRANT IN THE SHERIFF'S
OFFICE

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

- Section 1. That the Board hereby approves a grant in the amount of \$138,000 from the Iowa Department of Homeland Security & Emergency Management.
- Section 2. That the Board approves receipt of such funding.
- Section 3. That the Sheriff is approved to sign such application.
- Section 4. This resolution shall take effect immediately.