

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
July 24 - 28, 2017

Tuesday, July 25, 2017

Committee of the Whole - 8:00 am
Board Room, 1st Floor, Administrative Center

- ___ 1. Roll Call: Beck, Earnhardt, Knobbe, Kinzer, Holst

Facilities & Economic Development

- ___ 2. Reclassification of Class "B" road to Class "C" on a section of 260th Avenue between 250th St. and 257th St. (Item 2)
- ___ 3. Second and final reading of an ordinance to amend the zoning map by rezoning approximately 3.93 acres in Section 6, Butler Township from Neighborhood Commercial (C-1) to Commercial-Light Industrial (C-2). (Item 3)
- ___ 4. Discussion of the creation of a Lower Cedar Watershed Management Authority. (Item 4)
- ___ 5. Carpet replacement project fourth floor Administrative Center. (Item 5)
- ___ 6. Design services recommendation for Courthouse second floor Clerk of Court. (Item 6)
- ___ 7. Design & engineering services recommendation for the former Patrol Headquarters building located on Tremont Ave. (Item 7)

Finance & Intergovernmental

- ___ 8. City of Davenport tax abatement request. (Item 8)
- ___ 9. Annual Violence Against Women grant contract. (Item 9)
- ___ 10. RACOM Wireless Communications Service Support Contract for Fiscal Year 2018. (Item 10)
- ___ 11. Backup Software Maintenance and Support. (Item 11)

Other Items of Interest

- ___ 12. Beer/liquor license renewal for Wapsi Willy and a new outdoor service liquor license for Wapsi Willy.
- ___ 13. Discussion of pending litigation pursuant to Iowa Code Section 21.5(1)(c). - CLOSED SESSION

___ 13. Adjourned.

Moved by ___ Seconded by ___
Ayes
Nays

Wednesday, July 26, 2017

**Special Committee of the Whole - 4:30 pm
1035 W. Kimberly Rd. Davenport, IA 52806**

- ___ 1. Roll Call: Beck, Earnhardt, Knobbe, Kinzer, Holst
- ___ 2. Annual visit with CASI Board.
- ___ 3. Other items of interest.

Thursday, July 27, 2017

**Regular Board Meeting - 5:00 pm
Board Room, 1st Floor, Administrative Center**

Public Hearing

- ___ 1. Public Hearing relative to reclassification of Class "B" road to Class "C" road on a section of 260th Ave.

SCOTT COUNTY ENGINEER'S OFFICE

950 E Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640
FAX – (563) 328-4173
E-MAIL - engineer@scottcountyiowa.com
WEB SITE - www.scottcountyiowa.com



JON R. BURGSTRUM, P.E.
County Engineer

ANGELA KERSTEN, P.E.
Assistant County Engineer

July 27, 2017

MEMO

TO: Mahesh Sharma, County Administrator
FROM: Jon Burgstrum, P.E., County Engineer
SUBJ: Public Hearing and Approval of Reclassification of Class "B" road to Class "C"

We received the enclosed petition to reclassify a section of 260th Avenue between 250th St. and 257th St. I have talked with these landowners a couple of times to let them know the procedure. The landowners have decided to request the reclassification which will close the road to the public. For a Class "C" road, we install a gate with a lock and no trespassing signs. The landowners will have keys to the gate and we will only maintain to the road if they request it. The purpose of the Class "C" designation is to keep the road from being damaged by the public, keep the public out of the landowner's fields, and to reduce the maintenance of the road for us. All effected landowners and tenants have signed the petition. We have a little bit of work to do at either end of the road to prevent people from going around the gates.

There is a public hearing scheduled for 5:00 p.m. on July 27, 2017 to hear public comment.

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 27, 2017

APPROVAL OF RECLASSIFICATION OF CLASS "B" ROAD TO CLASS "C"

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

- Section 1. That Scott County desires to classify certain roads on the area service system in the County to provide for a minimal level of maintenance and access by means of a gate or barrier. After consultation with the County Engineer, the County has the authority to specify certain roads within the County as Area Service "C" roads pursuant to Iowa Code Section 309.57 (1995) as amended by House File 419 (1996).
- Section 2. Scott County established an Ordinance to set up the procedures and policies to re-classify said roads.
- Section 3. The County has received a petition, attached to this Resolution, signed by all landowners adjoining the road, requesting that a portion of 260th Ave between 250th Street and 257th Street (approximately .75 mile) be classified as an Area Service "C".
- Section 4. That Scott County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.
- Section 5. This resolution shall take effect immediately.

Prepared by: Scott County Planning and Development, 600 West Fourth Street, Davenport Iowa

SCOTT COUNTY ORDINANCE NO. 17-_____

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 3.93 ACRES IN SECTION 6, BUTLER TOWNSHIP FROM NEIGHBORHOOD COMMERCIAL (C-1) TO COMMERCIAL-LIGHT INDUSTRIAL (C-2), ALL WITHIN UNINCORPORATED SCOTT COUNTY.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY IOWA:

Section 1. In accordance with Section 6-31 Scott County Code, the following described unit of real estate is hereby rezoned from Neighborhood Commercial (C-1) to Commercial-Light Industrial (C-2) to-wit:

Part of the Southeast Quarter of the Northeast Quarter of Section 6, in Township 80 North, Range 4 East of the 5th P.M., more particularly described as follows: Commencing at the SW corner of the SE ¼ of the NE ¼ of said Section 6; thence N. 89° 53'44" E. a distance of 562.56 feet; thence N. 00°06'16" W. a distance of 340 feet to a point of intersection on the S. line of real estate reserved by Rudolph Litscher and Grace M. Litscher, husband and wife, in a Real Estate Contract dated September 17, 1982, and recorded as Document No. 12355-82 in the office of the Recorder for Scott County, Iowa; thence S. 89°45'50" W. along said line a distance of 104.80 feet; thence N. 74°10'35" W. a distance of 270.24 feet; thence S. 89°45'50" W. a distance of 133.58 feet to a point on the easterly right of way line of U.S. Highway #61; thence S. along the easterly right of way line of said U.S. Highway #61 to the S. Line of the S. line of the SE Quarter of the NE Quarter of said Section 6. Subject to easements of record, including easements for ingress and egress, and easement for drainage granted to the Public by Easement dated September 17, 1982, recorded as Document No. 12354-82 in the office of Recorder for Scott County, Iowa.

Section 2. This ordinance changing the above described land to Commercial-Light Industrial is approved as recommended by the Planning and Zoning Commission with the following conditions: Any new lighting fixtures shall be confined to the west side of the principal building and shall be directed away from any nearby residences; All outdoor activities shall cease by 10:00 P.M.; No bands or other musical entertainment shall play outdoors; No camping shall take place on the property; And all easements of record for ingress and egress shall remain unobstructed by parked vehicles.

Section 3. The County Auditor is directed to record this ordinance in the County Recorder's Office.

Section 4. Severability Clause. If any of the provisions of this Ordinance are for any reason illegal or void, then the lawful provisions of the Ordinance, which are separate from said unlawful provisions shall be and remain in full force and effect, the same as if the Ordinance contained no illegal or void provisions.

Section 5. Repealer. All ordinances or part of ordinances in conflict with the provisions of the Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect after its final passage and publication as by law provided.

Approved this _____ day of _____ 2017.

Carol Earnhardt, Chair
Scott County Board of Supervisors

Roxanna Moritz, County Auditor

PLANNING & DEVELOPMENT

600 West Fourth Street

Davenport, Iowa 52801-1106

E-mail: planning@scottcountyiowa.com

Office: (563) 326-8643

Fax: (563) 326-8257



Item 4
7/25/17

Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Timothy Huey, Planning Director

Date: July 18, 2017

Re: Request for Scott County to join in the formation of a Lower Cedar Watershed Management Authority (WMA)

The Board reviewed the proposed creation of a Lower Cedar River Watershed Management Authority under legislation passed in 2010 at the June 27 Committee of the Whole meeting. The Board deferred taking any action on Scott County's participation to allow time to discuss this proposal with the Partnership for Scott County Watersheds. The Watershed Partnership voted unanimously to recommend the Board of Supervisors approve Scott County's participation in the Lower Cedar WMA. The Scott County Soil and Water Conservation District has approved its participation in this WMA. As stated earlier only a small portion of that watershed lies within western Scott County in the area surrounding and including the City of Walcott.

The Muscatine County Soil and Water Conservation District, in cooperation with the other seven County Conservation Districts, have requested all seven counties in which this watershed lies and the 25 municipalities to partner and participate in this WMA. It is formed by a Chapter 28E Agreement with the eligible political subdivisions within the watershed. A board of directors will govern the WMA, which may undertake the following activities:

- Assess and reduce flood risk;
- Assess and improve water quality;
- Monitor federal flood risk planning and activities;
- Educate residents of the watershed regarding flood risks and water quality; and
- Allocate moneys made available to the Authority for purposes of water quality and flood mitigation.

Participation in this WMA does not obligate any of these jurisdictions to any funding. A WMA does not have taxing authority and it may not acquire property through eminent domain. Information on the creation of proposed WMA is included with Board materials. Staff would recommend approval of a resolution supporting Scott County's participation in this WMA.



MUSCATINE COUNTY SOIL & WATER CONSERVATION DISTRICT

3500 Oakview Drive Ste. A, Muscatine, IA 52761
563-263-7944 x3 fax 855-246-1552

Robert Axtell Robert Beatty Jared Deahr Scott Eichelberger Travis Glynn

To: Cities, Counties, and Soil & Water Conservation Districts in the Lower Cedar Watershed

From: Muscatine County Soil & Water Conservation District and other watershed partners

Date: May 5, 2017

Subject: Public Notice – Lower Cedar Watershed Management Authority to Form

BACKGROUND: In 2010, Iowa lawmakers passed legislation authorizing the creation of Watershed Management Authorities (Iowa Administrative Code Chapter 466B Subchapter II). A Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCDs) and stakeholders to cooperatively engage in planning and management at the watershed scale. A WMA is being proposed for the Lower Cedar Watershed including parts of Cedar, Johnson, Jones, Linn, Louisa, Muscatine, and Scott Counties.

The WMA is formed by a Chapter 28E Agreement by two or more eligible political subdivisions within the watershed. A board of directors governs the WMA, which may undertake the following activities:

- Assess and reduce flood risk;
- Assess and improve water quality;
- Monitor federal flood risk planning and activities;
- Educate residents of the watershed regarding flood risks and water quality; and
- Allocate moneys made available to the Authority for purposes of water quality and flood mitigation.

A WMA does not have taxing authority and it may not acquire property through eminent domain.

There are several benefits to forming a WMA. First and foremost, the WMA provides a means for communication and cooperation to support on-the-ground water quality and flood damage reduction in both urban and rural areas. Partnering through a WMA allows cities and counties to pool resources and provides leverage for additional funding through state or federal sources. In addition, WMAs work directly through local watershed partners to identify priorities and collectively develop an action plan for addressing watershed concerns.

PUBLIC NOTICE OF WMA FORMATION: Cities, Counties, and SWCDs in the Lower Cedar Watershed have started the process of forming a WMA. Please post this notice in a public location and share widely with staff, elected officials, and other interested stakeholders. All eligible political subdivisions within the Lower Cedar Watershed are invited to adopt the Chapter 28E Agreement. Attached is a full list of invited cities, counties, and SWCDs as well as the complete Chapter 28E Agreement. The eligible political subdivisions will meet in the coming months to consider adoption of the Chapter 28E Agreement. An organizational subcommittee of watershed stakeholders is available to attend these meetings or answer questions. Please contact Josh Spies at jspies@tnc.org or 319-726-3041 for more information.

Lower Cedar WMA – Eligible Political Subdivisions

Counties & SWCDs	Cities
Cedar	Alburnett
Johnson	Atalissa
Jones	Bennett
Linn	Bertram
Louisa	Cedar Rapids
Muscatine	Conesville
Scott	Durant
	Fredonia
	Hiawatha
	Lisbon
	Lone Tree
	Marion
	Martelle
	Mechanicsville
	Mount Vernon
	Nichols
	Robins
	Springville
	Stanwood
	Stockton
	Tipton
	Walcott
	West Branch
	West Liberty
	Wilton

**Lower Cedar Watershed Management Authority
Articles of Agreement**

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between the eligible political subdivisions that adopt these Articles of Agreement (hereinafter the "Agreement"). Eligible political subdivisions include the cities of Alburnett, Atalissa, Bennett, Bertram, Cedar Rapids, Conesville, Durant, Fredonia, Hiawatha, Lisbon, Lone Tree, Marion, Martelle, Mechanicsville, Mount Vernon, Nichols, Robins, Springville, Stanwood, Stockton, Tipton, Walcott, West Branch, West Liberty, and Wilton; the counties of Cedar, Johnson, Jones, Linn, Louisa, Muscatine, and Scott; and the Soil & Water Conservation Districts from the counties of Cedar, Johnson, Jones, Linn, Louisa, Muscatine, and Scott (hereinafter the "Members").

WHEREAS, Iowa Code section 466B.22 authorizes two (2) or more political subdivisions, defined as including cities, counties, and soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 Watershed, to enter into agreement under Iowa Code Chapter 28E to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, pursuant to Iowa Code Section 466B.23, a watershed management authority may perform all the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and contract agreements that execute all instruments necessary or incidental to the performance of the duties of the Authority. A watershed management authority shall not acquire property by eminent domain; and

WHEREAS, the Members deem establishment of the Lower Cedar Watershed Management Authority (hereinafter the "Authority"), encompassing all the Lower Cedar Watershed (hereinafter the "Watershed"), Hydrologic Unit Code 8 ID #07080206, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter this Agreement pursuant to Iowa Code Chapter 28E for the purpose of establishing the Authority to carry out planning and improvements in the Watershed; and NOW, THEREFORE, it is agreed by and between the Members as follows:

SECTION 1. IDENTITY OF THE MEMBERS.

1.1 The counties of Cedar, Johnson, Jones, Linn, Louisa, Muscatine, and Scott are each a political subdivision of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 331. Their respective addresses are:

Cedar County, 400 Cedar Street, Tipton, IA 52772

Johnson County, 913 South Dubuque Street, Iowa City, IA 52240

Jones County, 500 W. Main St., Anamosa, IA 52205

Linn County, 930 1st St. SW, Cedar Rapids, IA 52404

Louisa County, 117 South Main Street, Wapello, IA 52653

Muscatine County, 414 E. Third St. Suite 101, Muscatine, IA 52761

Scott County, 600 W. 4th St., Davenport, IA 52801

1.2 The cities of Alburnett, Atalissa, Bennett, Bertram, Cedar Rapids, Conesville, Durant, Fredonia, Hiawatha, Lisbon, Lone Tree, Marion, Martelle, Mechanicsville, Mount Vernon, Nichols, Robins, Springville, Stanwood, Stockton, Tipton, Walcott, West Branch, West Liberty, and Wilton are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 364. Their respective addresses are:

City of Alburnett, 102 E 1st Street, Alburnett, IA 52202

City of Atalissa, 122 3rd St., Atalissa, IA 52720

City of Bennett, 201 Main Street, Bennett, IA 52721

City of Bertram, 50 Angle Street, Bertram, IA 52403

City of Cedar Rapids, 101 First Street SE, Cedar Rapids, IA 52401

City of Conesville, 102 3rd St., Conesville, IA 52739

City of Durant, 402 6th Street, Durant, IA 52747

City of Fredonia, PO Box 169, Columbus Junction, IA 52768

City of Hiawatha, 101 Emmons Street, Hiawatha, IA 52233

City of Lisbon, 115 N Washington, Lisbon, IA 52253

City of Lone Tree, PO Box 337, Lone Tree, IA 52755

City of Marion, 1225 6th Avenue Suite 170, Marion, IA 52302

City of Martelle, 210 Iowa Street, Martelle, IA 52305

City of Mechanicsville, 100 E First St., Mechanicsville, IA 52306

City of Mount Vernon, 213 First St. NW, Mount Vernon, IA 52314

City of Nichols, 429 Ijem Ave., Nichols, IA 52766

City of Robins, 265 South Second Street, Robins, IA 52328

City of Springville, PO Box 347, Springville, IA 52336

City of Stanwood, 209 E. Broadway, Stanwood, IA 52337

City of Stockton, 318 Commerce St., Stockton, IA 52769

City of Tipton, 407 Lynn St., Tipton, IA 52772

City of Walcott, 128 W. Lincoln St., Walcott, IA 52773

City of West Branch, 110 N Poplar St., West Branch, IA 52358

City of West Liberty, 409 N Calhoun St., West Liberty, IA 52776

City of Wilton, 104 East 4th Street, Wilton, IA 52778

- 1.3 The Soil and Water Conservation Districts of Cedar, Johnson, Jones, Linn, Louisa, Muscatine, and Scott counties are each a governmental subdivision of the State of Iowa as defined in Iowa Code Section 161A3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A5(1). Their respective addresses are:

Cedar County SWCD, 205 W South Ste. 2, Tipton, IA 52772

Johnson County SWCD, 51 Escort Lane, Iowa City, IA 52240

Jones County SWCD, 300 Chamber Drive, Anamosa, IA 52205

Linn County SWCD, 891 62nd Street, Marion, IA 52302

Louisa County SWCD, 260 Mulberry Street, Wapello, IA 52653

Muscatine County SWCD, 3500 Oakview Dr. Ste. A, Muscatine, IA 52761

Scott County SWCD, 8370 Hillandale Road, Davenport, IA 52806

SECTION 2. PURPOSE.

2.1 The purpose of this Agreement is to provide for the manner in which the Members shall cooperate with one another to successfully plan for and implement improvements within the Watershed, including but not limited to the following activities authorized pursuant to Iowa Code section 466B.22:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Seek and allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and contract agreements that execute all instruments necessary or incidental to the performance of the duties of the Authority. A watershed management authority shall not acquire property by eminent domain.

SECTION 3. CREATION OF THE AUTHORITY.

3.1 Upon the effective date stated in this Agreement there is hereby created a public agency to be known as the "LOWER CEDAR WATERSHED MANAGEMENT AUTHORITY" (the "Authority"). The Authority shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating Members to this Agreement, and shall be subject to the control and supervision of the Members to this Agreement or their officers and directors, only to the extent provided for herein.

3.2 A joint board of the participating Members known as the Lower Cedar Watershed Management Authority Board (hereinafter the "Board") shall be responsible for fulfilling the purpose of the Authority. The Board shall be comprised of one appointee from each Member participating in this Agreement. The Board shall adopt bylaws governing the administration, development, operation and management of the Authority.

SECTION 4. DURATION. This Agreement shall be in effect perpetually until terminated pursuant to Section 10.

SECTION 5. POWERS AND DUTIES.

5.1 The Members shall retain all powers and duties conferred by law and shall assist each other in the exercise of such powers and the performance of such duties as are provided for in this Agreement. Each Member shall be jointly responsible for focusing attention on:

- a. Assessing the flood risks in the watershed.
- b. Assessing the water quality in the watershed.
- c. Assessing options for reducing flood risk and improving water quality in the watershed.
- d. Monitoring federal flood risk planning and activities.
- e. Educating residents of the watershed area regarding water quality and flood risks.
- f. Allocating moneys made available to the authority for purposes of water quality and flood mitigation.
- g. Making and contracting agreements that execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

5.2 A Member may, but will not be required to, accept a specific responsibility to assist in achieving the goals of the Authority. Acceptance of such responsibilities shall only be by official action of the governing body of the Member. These responsibilities include but are not limited to:

- a. identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Watershed;
- b. serving as fiscal agent for the Authority when funds are received from any source;
- c. identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Watershed;
- d. identifying the most effective best management practices for improvements of water quantity and water quality improvements in the Watershed;
- e. participating in any educational/outreach programs regarding water quality and flood risks;
- f. identifying opportunities for infrastructure development and planning capable of assessing and improving water quality in the Watershed;
- g. providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Members;
- h. securing such financing, including grants, loans and the issuance of bonds or loan agreements, as determined to be necessary or desirable to achieve the objectives of the agreement;
- i. coordinating with local wastewater utilities;
- j. designing and bidding of projects;

- k. administering contracts; and
- l. observing construction.

SECTION 6. MANNER OF FINANCING. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds as necessary to support work pursuant to this Agreement.

6.1 No action to contribute funds by the Board is binding on the Member that he or she represents without official approval by the governing body of that Member. No Member may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

6.2 All funds received for use by the Authority shall be held as a special fund by the fiscal agent designated by the Board. When funds are provided as a grant or loan directed to a Member for a project administered by that Member, the funds shall be retained and administered by that Member.

SECTION 7. ENTIRE AGREEMENT.

7.1 This Agreement contains the entire agreement of and integrates all the terms and conditions contained in and incidental to such Agreement. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all the parties. If, for any reason, any provisions of this Agreement shall be inoperative, the validity and effect of the other provisions shall not be affected thereby.

7.2 If any provision of this Agreement is found to be invalid by any court, administrative agency or tribunal or competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions hereof.

SECTION 8. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Iowa and shall meet all the necessary legal requirements and publications as outlined in Iowa Code Chapter 28E and other applicable Iowa laws.

SECTION 9. AMENDMENTS.

9.1 This Agreement may be amended at any time by approval from the governing bodies of all Members. All amendments shall be in writing, executed by the authorized representative of each governing body of the Members, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

9.2 Eligible political subdivisions that are not participating may later join the Authority by filing written notice with the Board and adopting this Agreement by resolution. The request to become a Member will be considered approved when the new Member has submitted the adopted resolution with the executed signature page and the updated Agreement has been filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

SECTION 10. TERMINATION. This Agreement shall terminate upon the majority vote of the Board or agreement of the governing bodies of all Members. Upon termination, all property and money then owned by the Authority shall be distributed according to the Member's contribution levels among the Members after payment of all debts. Any funds donated under a stipulation limiting their use shall be disbursed consistent with the donor's direction.

SECTION 11. EFFECTIVE DATE AND EXECUTION OF DOCUMENTS. This Agreement shall take effect upon execution by the Members as required by law and filing in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8. The Members agree to timely execute any documents necessary to carry out the terms of this Agreement. The Members further agree that this document may be executed outside the presence of the other Members and in separate counterparts.

SECTION 12. WITHDRAWAL FROM MEMBERSHIP. Any Member may withdraw from the Authority by the action of its governing body, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing bodies of the remaining Members to the withdrawal is required. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

SECTION 13. WATERSHED BOUNDARY. The geographical area to which this agreement applies shall be known as the Lower Cedar Watershed. The Lower Cedar is a United States Geological Survey Hydrologic Unit Code (HUC 8 ID #07080206) Watershed. The boundary of the Watershed is graphically displayed in Attachment 1, which is hereby incorporated into this Agreement.

SECTION 14. INDEMNIFICATION. The Authority shall indemnify, defend, keep, save, and hold harmless the Members and their officers and employees from and against any and all losses, claims, damages, liability, costs, expenses, or deficiencies (including without limitation reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims) arising out of the Authority's activities, including without limitation challenges to the organization, creation or status of the Authority, whether based on tort, antitrust, non-competition, wage and hour violations, or any other claim of illegality, and whether based upon state, federal, local, or common law.

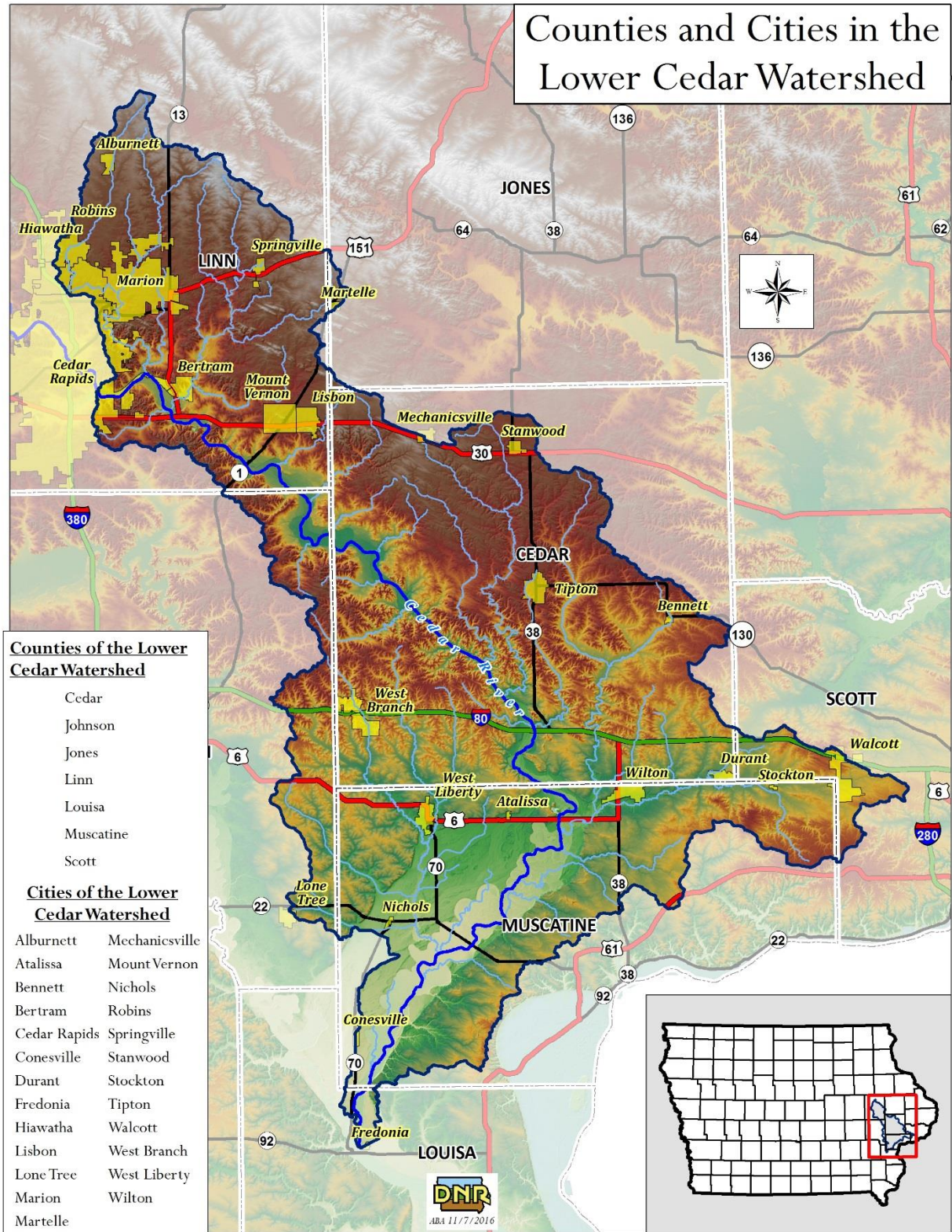
SECTION 15. AUTHORIZATION AND SIGNATURE PAGES.

15.1 Each Member to this Agreement shall supply to the Authority a copy of the resolution by which it adopted the Agreement. An example resolution template is shown in Attachment 3.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with all executed signature pages shall be sent to each Member.

15.3 Each signature page will be specific to each potential member and will contain only their signature lines. Example signature lines are shown in Attachment 2.

Attachment 1
Boundary of the Lower Cedar Watershed



Attachment 2
Examples of Signature Lines

Dated this _____ day of _____, 2017

_____ County, Iowa

BY: _____
Chair, Board of Supervisors

ATTEST: _____
County Auditor

Dated this _____ day of _____, 2017

City of _____, Iowa

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this _____ day of _____, 2017

_____ County Soil & Water Conservation District

BY: _____
Chair, District Commissioners

ATTEST: _____
Commissioner

Attachment 3
Example Resolution

RESOLUTION _____

RESOLUTION APPROVING THE ARTICLES OF AGREEMENT
CREATING THE LOWER CEDAR WATERSHED MANAGEMENT AUTHORITY

WHEREAS, In 2010, Iowa lawmakers passed legislation authorizing the creation of Watershed Management Authorities.

WHEREAS, A Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCDs) and stakeholders to cooperatively engage in watershed planning and management.

WHEREAS, the **City/County/SWCD** desires to enter into an Agreement that would establish a Watershed Management Authority within the Lower Cedar Watershed (Hydrologic Unit Code #07080206) to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23; and

WHEREAS, Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage; and

WHEREAS, this Agreement is made and entered into by the eligible political subdivisions within the Lower Cedar Watershed that adopt these Articles of Agreement; and

NOW BE IT RESOLVED BY THE **CITY COUNCIL/ BOARD OF SUPERVISORS/ BOARD OF COMMISSIONERS**, IOWA that the **City Manager / City Clerk / Auditor / Chair / Other Signatory** are hereby authorized to sign and execute the Articles of Agreement for the Lower Cedar Watershed Management Authority, a copy of which is attached hereto and incorporated herein by this reference; and

BE IT FURTHER RESOLVED BY THE **CITY COUNCIL / BOARD OF SUPERVISORS / SOIL & WATER COMMISSIONERS** OF THE **CITY / COUNTY** OF **Blank**, IOWA that said Agreement is hereby approved as to form and content and is found to be in the best interest of the **City of / County / SWCD of Blank**, Iowa and the eligible political subdivisions that adopt these Articles of Agreement; and

BE IT FURTHER RESOLVED BY THE **CITY COUNCIL / BOARD OF SUPERVISORS / SOIL & WATER COMMISSIONERS** OF **BLANK** that the **Auditor/City Clerk/Secretary** is hereby authorized to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.

It was moved by _____ and seconded by _____ that the Resolution be adopted.

PASSED and APPROVED this _____ day of _____, 2017.

TITLE

ATTEST: _____
TITLE

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

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS

July 27, 2017

**APPROVAL OF THE ARTICLES OF AGREEMENT CREATING THE LOWER
CEDAR WATERSHED MANAGEMENT AUTHORITY AND SCOTT COUNTY'S
PARTICIPATION IN THAT AUTHORITY UNDER IOWA CODE 28E**

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

- Section 1. Scott County proposes to enter into an Agreement that would establish a Watershed Management Authority within the Lower Cedar Watershed (Hydrologic Unit Code #07080206) to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23; and
- Section 2. Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage; and
- Section 3. In 2010, Iowa lawmakers passed legislation authorizing the creation of Watershed Management Authorities.
- Section 4. A Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCDs) and stakeholders to cooperatively engage in watershed planning and management.
- Section 5. This Agreement is made and entered into by the eligible political subdivisions within the Lower Cedar Watershed that adopt these Articles of Agreement; and
- Section 6. The Scott County Board of Supervisors approves the Articles of Agreement for the Lower Cedar Watershed Management Authority, a copy of which is attached hereto and incorporated herein by this reference; and
- Section 7. The Chairman of the Scott County Board of Supervisors is hereby authorized to sign this agreement and file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.
- Section 8. This resolution shall take effect immediately.

Facility and Support Services

600 West 4th Street
Davenport, Iowa 52801-1003
fss @ scottcountyiowa.com
(563) 326-8738 Voice (563) 328-3245 Fax



July 17, 2017

To: Mahesh Sharma
County Administrator

From: Tammy Speidel, Director
Facility and Support Services

Subj: Approval and award of bids, Carpet Replacement Project Fourth Floor Administrative Center

We have a carpet replacement project for the Administrative Center in the CIP budget for FY18, this is part of a multi-year replacement project. This fiscal year we are planning to replace floorcovering on the 4th Floor. This will leave second, third and fifth floors remaining in future fiscal years.

The following vendors responded to our request:

FIRM	BID
Dave's Floor Trends	\$77,683.96
Hollingsworth Floor Coverings	\$66,375.00
Northwest Carpet One	\$76,121.05
Paragon Commercial Interiors	\$63,961.48

Paragon has provided a price quote of \$13,050.00 to perform this work. You may recall that they are the local Allsteel servicing vendor, and as such would be performing this work no matter which company won the carpeting bid. This cost includes work to disassemble and reassemble furniture in private offices and the work to raise and move cubicle pods necessary to complete carpeting installation.

All of this work will be accomplished during regular business hours to avoid additional costs. We have been in contact with the Health and Community Services Departments with regards to this project and will work with them to schedule in the least disruptive manner as possible.

The above cost is within the budgeted amount for FY18. I recommend approving the bid and awarding the contract to Paragon Commercial Interiors in the total amount of \$77,011.48.

Chris Still will be at the next Committee of the Whole meeting to answer any questions you or the Board may have.

CC: Ed Rivers, Health Department Director
Amy Thoreson, Health Department Deputy Director
Lori Elam, Community Services Director
FSS Management Team

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 27, 2017

A RESOLUTION APPROVING THE AWARD OF BID FOR ADMINISTRATIVE
CENTER FOURTH FLOOR CARPET REPLACEMENT PROJECT TO PARAGON
COMMERCIAL INTERIORS IN THE AMOUNT OF \$77,011.48.

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

- Section 1. That the bids for the Administrative Center fourth floor carpet replacement project are hereby approved and awarded to Paragon Commercial Interiors in the amount of \$77,011.48.
- Section 2. This resolution shall take effect immediately.

Facility and Support Services

600 West 4th Street
Davenport, Iowa 52801-1003
fss @ scottcountyiaowa.com
(563) 326-8738 Voice (563) 328-3245 Fax



July 17, 2017

To: Mahesh Sharma
County Administrator

From: Tammy Speidel, Director
Facility and Support Services

Subj: Courthouse Second Floor Clerk of Court – Design Services Recommendation

As discussed during Courthouse tours and the last Capital Planning budget session, there was a recommendation for a project to renovate the Courthouse second floor Clerk of Court Space. The goal of this project is to improve security for both the public and employees at the front of the office, replace carpeting, update lighting and look at the possibility of recapturing and repurposing excess space that has been identified since that office has moved to paperless work processes.

Working with Purchasing, FSS solicited requests for design and engineering services for this project.

Responses received were as follows:

FIRM	FEE
Athicon	\$80,431.30
Bracke Hayes Miller Mahon	\$22,975.00
Downing Architects	\$37,500.00
Shive-Hattery	\$36,500.00
Thomas McInerney	6.9% *
Tyson and Billy	\$37,500.00
Wold	\$23,000.00

*Firm did not indicate what the fixed fee would be or acknowledge the project budget amount. To accurately compare we estimate their fee at \$24,500.00 based on the project budget.

FSS staff reviewed the proposals of each firm and I spoke with Kathy Gaylord, the District Court Administrator as well.

To help maintain a consistent feel between the two Clerk's office spaces and based on past interaction with and performance by Wold, FSS is recommending that the project be awarded to Wold. Court Administration fully supports this recommendation as well.

Wold has provided a very preliminary project construction budget and when we take fees along with a minimal amount of other project costs, we believe the project budget of \$350,000 as set in the Capital Plan will be sufficient.

Chris Still will attend the next Committee of the Whole meeting to answer any questions and discuss our recommendation further.

Cc: FSS Management Team
Chief Judge Greve
Kathy Gaylord, Court Administrator
Brian McKenrick, Assistant Court Administrator
Julie Carlin, Clerk of Court

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 27, 2017

A RESOLUTION APPROVING THE CONTRACT WITH WOLD ARCHITECTS AND ENGINEERS FOR THE SECOND FLOOR CLERK OF COURT PROJECT IN THE AMOUNT OF \$23,000.00.

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

- Section 1. That the proposal for the second floor Clerk of Court the project design services from Wold Architects and Engineers is hereby approved and awarded in the amount of \$23,000.00.
- Section 2. That the Director of Facility & Support Services is hereby authorized to execute contract documents on behalf of the Scott County Board of Supervisors.
- Section 3. This resolution shall take effect immediately.

Facility and Support Services

600 West 4th Street
Davenport, Iowa 52801-1003
fss @ scottcountyiaowa.com
(563) 326-8738 Voice (563) 328-3245 Fax



July 20, 2017

To: Mahesh Sharma
County Administrator

From: Tammy Speidel, Director
Facility and Support Services

Subj: Tremont Project – Design & Engineering Services Recommendation

As established during the last Capital Planning budget session, there is a project budgeted in FY18 to renovate the former Patrol Headquarters into a multi-use space that would allow for conference, large meeting and training space. Additionally after discussion with the Auditor, it was decided to expand the project to include work in one bay of the old jail annex to accommodate the new election equipment and Auditor storage needs. This project also includes replacement of an end of life HVAC unit that services the old annex area.

Working with Purchasing, FSS solicited requests for design and engineering services for this project.

Responses received were as follows:

FIRM	FEE
Athicon	\$101,815.00
Bracke Hayes Miller Mahon	\$29,200.00
Downing Architects	\$45,000.00
Thomas McInerney	6.9% *
Tyson and Billy	\$48,500.00
Walker Coen Lorentzen	\$29,000.00
Wold Ruck Pate	\$29,450.00

*Firm did not indicate what the fixed fee would be or acknowledge the project budget amount. To accurately compare we estimate their fee at \$31,050.00 based on the project budget.

Walker Coen Lorentzen provided the lowest design and engineering costs, and after review of all proposals Facility and Support Services recommends that the Board awards the design and engineering contract to Walker Coen Lorentzen in the amount of \$29,000.00.

Walker Coen Lorentzen is out of Iowa City Iowa, founded in 1973. They were the principal Architect for the Continental Lofts here in Davenport, IA.

Chris Still will attend the next Committee of the Whole meeting to answer any questions and discuss our recommendation further.

Cc: FSS Management Team
Roxanna Moritz, Scott County Auditor

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 27, 2017

A RESOLUTION APPROVING THE CONTRACT WITH WALKER COEN LORENTZEN ARCHITECTS AND ENGINEERS FOR THE TREMONT SPACE REPURPOSE PROJECT IN THE AMOUT OF \$29,000.00.

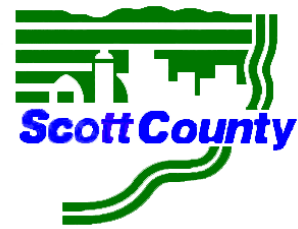
BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the proposal for the Tremont space repurpose project design services from Walker Coen Lorentzen Architects and Engineers is hereby approved and awarded in the amount of \$29,000.00.
- Section 2. That the Director of Facility & Support Services is hereby authorized to execute contract documents on behalf of the Scott County Board of Supervisors.
- Section 3. This resolution shall take effect immediately.

BILL FENNELLY
SCOTT COUNTY TREASURER

600 W 4th Street
Davenport, Iowa 52801-1030

www.scottcountyiowa.com
www.iowatreasurers.org



Item 8
7/25/17

MOTOR VEHICLE DIVISION
Scott County Administrative Center (563) 326-8664

PROPERTY TAX DIVISION
Scott County Administrative Center (563) 326-8670

REVISED**

COUNTY GENERAL STORE
902 West Kimberly Road, Suite 6D
Davenport, Iowa 52806
(563) 386-AUTO (2886)

To: Scott County Board of Supervisors

From: Bill Fennelly, Scott County Treasurer

Subject: Request to abate taxes

Date: June 27, 2017

The City of Davenport has requested the abatement of suspended taxes and special assessments from 1992 through 2017 for the following parcel:

Parcel	Site Address	Amount
G0034-25	1012 W. 9 th St., Davenport, IA	\$11,065.64

Attached is the request from the City of Davenport.

I am requesting the abatement of the identified taxes pursuant to statute 445.63.

**Treasurer's Office is submitting a revised abatement. The originally submitted abatement request on 05/10/17 was incorrect.



City of Davenport
Public Works Center

1200 East 46th Street • Davenport, Iowa 52807

Fax: 563-327-5182

www.cityofdavenportiowa.com

May 9, 2017

HAND DELIVERED

Bill Fennelly, Scott County Treasurer
 Scott County Administrative Center
 600 West Fourth Street
 Davenport, Iowa 52801-1106

RE: Request for Tax Abatement by the City of Davenport

The City of Davenport hereby requests Scott County abate:

- i) The following real estate taxes due for tax years 2006 - 2016 and future taxes on parcels owned by the City of Davenport identified below.

Parcel	Tax	Additional Costs & Interest	Total
G0034-25	11,347.00	10,469.92	21,816.92
<i>Tax Sale</i> Y0651-OLA	\$36.00	\$9.00	\$45.00

I've attached copies of the corresponding tax notices for reference purposes. Feel free to contact me if any questions arise. Please send written documentation of parcels for which taxes, interest and costs may not be abated.

Thank you in advance for your attention to this matter.

Sincerely,

Mike Atchley
 Real Estate Manager
jma@ci.davenport.ia.us

cc: Tom Warner, Corporation Counsel
 Clay Merritt, Capital Manager
 File



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

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS

July 27, 2017

**APPROVAL OF THE ABATEMENT OF DELINQUENT PROPERTY TAXES AS
RECOMMENDED BY THE SCOTT COUNTY TREASURER AND IN ACCORDANCE
WITH IOWA CODE CHAPTER 445.63**

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

- Section 1. Iowa Code Section 445.63 states that when taxes are owing against a parcel owned or claimed by the state or a political subdivision of this state and the taxes are owing before the parcel was acquired by the state or a political subdivision of this state, the county treasurer shall give notice to the appropriate governing body which shall pay the amount of the taxes due. If the governing body fails to immediately pay the taxes due, the board of supervisors shall abate all of the taxes.
- Section 2. The City of Davenport has requested a revision of the abatement of suspended taxes and special assessments from 1992 through 2017 for Parcel G0034-25 to the amount of \$11,065.64.
- Section 4. The County Treasurer is hereby directed to strike the amount of property taxes due on this City of Davenport parcel in accordance with Iowa Code Section 445.63.
- Section 5. This resolution shall take effect immediately.

TIM LANE
Scott County Sheriff

Item 9
7/25/17

SHAWN ROTH
Chief Deputy Sheriff



BRYCE SCHMIDT
Chief Deputy Sheriff

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

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

Date: July 25, 2016
Memo To: Board of Supervisors
From: Sheriff Lane
REF: Violence Against Women Grant Contract

Attached is the annual Violence Against Women (VAW) Grant contract for fiscal year 2018. This grant reimburses almost the entire salary for one deputy sheriff in the Criminal Investigations Division, who focuses his time on domestic, stalking and sexual assault cases. This year's grant award is \$59,848 with a match amount of \$19,950 which is the same amount as in fiscal year 2017. The benefits paid by Scott County are used as the matching funds for the grant.

I can make myself available for questions.

Thank you.

THOMAS J. MILLER
ATTORNEY GENERAL

Janelle Melohn
DIVISION DIRECTOR



IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
CRIME VICTIM ASSISTANCE DIVISION

Subcontract # VW-18-10-CJ

321 E. 12th STREET
DES MOINES, IA 50319
Main: 515-281-5044
www.iowaattorneygeneral.gov

THIS AGREEMENT (hereinafter Subcontract) is entered into by and between the Crime Victim Assistance Division of the Iowa Department of Justice through their **Victim Services Support Program, Lucas State Office Building, 321 East 12th Street, Des Moines, IA 50319** (hereinafter "Department"), and the **Scott County Sheriff's Department; 400 West 4th Street; Davenport, IA 52801** (hereinafter Program).

This Subcontract for substantive programmatic work is issued under a prime grant(s) awarded to the Department by the U.S. Department on Violence Against Women; CFDA # 16.588.

Now therefore, in consideration of the mutual agreements contained herein, the parties agree this subcontract will be performed in accordance with the following conditions:

GENERAL CONDITIONS

1. **SCOPE OF WORK/STATEMENT OF WORK:** The Program agrees to use its best efforts to perform the work for the program or project entitled, "*Scott County Sheriff's Office Liaison Program*", as described in Exhibit A.
2. **PERIOD OF PERFORMANCE:** The period of performance for this project/program is effective **July 1, 2017 through June 30, 2018**. This project/program is expected to continue for one additional year subject to continuation of Federal and/or State funds to the Department and subject to renewal only by mutual agreement of the parties.
3. **PROJECT COSTS:** Department agrees to reimburse the Program for actual costs incurred in the performance of the project in an amount not to exceed **\$59,848**. Expenditures in excess of this amount are not authorized, unless amended by mutual written agreement of the parties. See Exhibit B.
4. **MATCH:** The Program shall provide as a minimum **\$19,950** in matching funds. Matching funds can be cash or in-kind and must be acceptable by the Department with sufficient documentation as evidence of such match. No match can be from other federal sources. See Exhibit B.
5. **KEY PERSONNEL:** The project director for this project is **Captain Joe Caffery** who shall be responsible for the direction of the work to be performed under this program/project. If, for any reason, the project director is not able to continue to serve as the project director, Program must notify Department in writing. If a mutually acceptable successor is not available Program and/or Department shall have the option to terminate said program in accordance with Department's termination policy contained here within. Other personnel considered key personnel for Program includes: the executive director, fiscal director, department heads, supervisors or any other personnel who are directly associated with this program. Should a vacancy of key personnel occur during this

grant cycle, Program must provide a resume prior to hiring anyone considered key personnel. CVAD has the right to provide input on the hiring of key personnel funded by CVAD.

The community specialist assigned to this Subcontract is **Rebecca Garcia** who shall be responsible for the direction of the work to be performed on this contract. Any notices or requests for changes to this Subcontract shall be sent to the community specialist in writing, via Iowagrants.gov, the US Mail or email.

6. **ALLOWABLE COSTS AND PAYMENT:** Department will reimburse the Program for direct costs and indirect costs (if applicable) incurred in the performance of this Subcontract, provided that:
 1. The submitted claim represents the approved budget as shown in Exhibit B.
 2. Such costs were allowable by terms of this Subcontract and the Uniform Guidance (2 CFR 200) and the applicable funding sources as shown in Exhibit C.
 3. Such costs are incurred in accordance with Program's established policies and procedures, consistently applied.
7. **ITEMIZED CLAIMS:** The Program agrees to submit claims for actual costs incurred through Iowagrants.gov monthly. Claims are due the last working day of the following month.

The Department agrees to make payment in compliance with the approved budget (Exhibit B) or any amended budgets. The Program shall comply with Department's reimbursement procedures by using Department claim/expense forms, as applicable. In addition, Program must adhere to the supporting documentation requires as outlined in Program's Risk Assessment, see Exhibit D.

8. **CONFLICTS OF INTEREST:** Any key personnel, or any other person associated with this program must disclose in writing any real or perceived conflicts of interest regarding this program. Department will not allow the direct hire or supervision of any immediate family member in any employment position that is funded by this Subcontract. Any deviations to this restriction must be approved in writing in advance by the assigned community specialist.

9. **REPORTS:** The Program shall prepare and submit the following reports, as applicable to the Department:

Report	Submission Instructions	Due By:
Bi-Annual Report	All programs, all funding sources Reports are submitted via Iowagrants.gov. Bi-annual reporting periods: 7/1/2017 to 12/31/2017 1/1/2018 to 6/30/2018	February 15, 2018 August 15, 2018
VAWA (Violence Against Women or VA)	Subgrantee report is for calendar year 2017. Instructions and report template can be found on the VSS website*	February 15, 2018

* <https://www.iowaattorneygeneral.gov/for-crime-victims/victim-services-support-program/performance-reports-for-funded-programs/>

10. CHANGES IN OBJECTIVES/GOALS/SCOPE OF WORK/PROGRAM ADMINISTRATION:

Changes in objective or scope of work or significant programmatic administration shall not be made without prior written approval of the Department. Programmatic administration means delivery of services, service areas, program hours, program offices, key staff/advocates, etc.

11. **BUDGET ADJUSTMENTS:** The Department shall administer and disperse the funds for this contract contingent upon their availability. This contract may be adjusted to reflect changes in the amount funded as determined by the Department. Program will adhere to the approved budget (Exhibit B). Any deviation from the approved budget requires prior written approval from Department.

12. ADMINISTRATION, ACCOUNTS, RECORDS, AUDITS:

- 1) The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice.
- 2) The Program shall retain all financial records, supporting documents, statistical records and all other records sufficient to reflect properly all direct, indirect and match charges, for at least three years following the closure of the most recent audit report.
- 3) Program will forward a copy of its most recent audit by March 31, of each year to:
 - Accounting Department
 - Crime Victim Assistance Division
 - Lucas State Office Building
 - 321 East 12th Street
 - Des Moines, IA 50319

13. **EQUIPMENT:** Any equipment detailed in the project budget (Exhibit B) and purchased from these funds shall be maintained properly and shall be the property of the Program unless Department

notifies in writing otherwise. Capitalized equipment, as defined by the federal government, shall be handled in accordance to federal regulations § 200.313.

14. TERMINATION:

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

Termination for cause by the Department. The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs: (1) The Program fails to observe and perform any covenant, condition or obligation created by the contract; (2) The Program fails to make substantial and timely progress toward performance of the contract; or (3) The Program's work product and services fail to conform with the requirements of this contract.

Notice of default. If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract and seek any legal or equitable remedies. In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

Termination by the Department due to lack of funds or change in law. Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs: (1) The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract; (2) If funds are de-appropriated or not allocated; (3) If the federal government reduces or eliminates the federal grant; (4) If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or (5) If the Department's duties are substantially modified.

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

The Program's duties on termination. When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must cease all work under this contract except any work that the Department directs the Program to perform and comply with the Department's instructions for the timely transfer of any active files and related work product.

Termination on notice by the Program. Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay

the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

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

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

- Any Violation of this Agreement by the Program; or
- Any negligent acts or omissions of the Program; or
- The Program’s performance or attempted performance of this Agreement; or
- Any failure by the Program to comply with all local, state and federal laws and regulations.

16. INSURANCE: The Program represents it has adequate liability insurance, such protection being application to officers, employees, and agents while acting within the scope of their employment by Program.

17. MODIFICATION: Any agreement to change the terms of this Subcontract in any way shall be valid when the change is made in writing and approve by authorized representatives of the parties hereto.

18. REPRESENTATIVES: Designated representatives for the parties are:

Department

If contractual:

Lori Miller, Administrator
Lucas State Office Building
321 East 12th Street
Des Moines, IA 50319
515-725-4130
Lori.miller@iowa.gov

If programmatic:

Rebecca Garcia, Community Specialist
Lucas State Office Building
321 East 12th Street
Des Moines, IA 50319
515-281-5206
Rebecca.garcia@iowa.gov

Program Contacts

If contractual:

If programmatic:

19. CERTIFIED ASSURANCES: See Exhibit E.

20. SPECIAL CONDITIONS: The Special Conditions, if any, are attached Exhibit F and by reference incorporated herein, apply to this Subcontract, and in case of any conflict between the General Conditions, the Special Conditions will prevail.

APPROVED AND AGREED

PROGRAM:

IOWA DEPARTMENT OF JUSTICE

By: _____

(Authorizing Signature)

(Name)

(Title)

(Date)

By: _____

(Authorizing Signature)

Lori Miller

(Name)

Program Administrator

(Title)

(Date)

Exhibit A

Scope of Work/Statement of Work

Funding in this Agreement is to strengthen responses to violence against women victims (domestic abuse, dating violence, teen and adult sexual assault and stalking victims) accessing the criminal justice system.

Develop and strengthen effective:

- Law enforcement strategies in the response, documentation and investigation of cases involving violence against women victims (dating violence, domestic violence/abuse, teen and adult sexual assault, and stalking),
- Improve training and technical assistance to law enforcement and their allied partners to improve the response, documentation and investigation of cases involving crimes against women.

Scott County Sheriff's Department Scope of Work and Goal updates for FY18:

The purpose of the Liaison Deputy Program is to investigate and help prosecute domestic violence and crimes against women. During the investigative process, the liaison deputy is working with not only the victim, but advocates and counselors to ensure the victim is receiving the services they need. The deputy also stays in close contact with the judges who hear domestic abuse cases and maintains channels of communication with all aspects of the judicial system, to better serve the victims. Because the victim's case is a priority to the liaison deputy and because the liaison deputy works to investigate and help prosecute the crimes, crimes of violence against women are a priority.

The Scott County Sheriff's Office uses the VAWA Performance Indicators/Statistics spreadsheet to track calls for service, arrests and referrals to other agencies. This information is gathered by the liaison deputy from the reports taken from the responding deputy for calls of service and their reports. The liaison deputy and Family Resources staff has been working closely to ensure that referrals are made to meet victims' needs. It is a goal of the liaison deputy to increase the number of follow up calls with reviewed sexual assault, child abuse and domestic violence cases by 15 per quarter, with a total of 60 follow up calls per year.

Exhibit B

Budget

List Agency Name Here: Scott County Sheriff's Office

Criminal Justice (CJ) or Other Program Budget

Projected Budget for SFY2018 (7/1/17-6/30/18)

Payroll <u>List Position Below</u>	Total <u>Expense</u>	Non-VSS Funds					
		<u>VOCA</u> <u>VA</u>	<u>VAWA</u> <u>VW</u>	<u>City or</u> <u>County</u>	<u>United</u> <u>Way</u>	<u>Donations/</u> <u>Fundraising</u>	<u>Other</u>
Liasion Deputy	57,783.00		42,226.00	15,557.00			
	0.00						
	0.00						
	0.00						
	0.00						
	0.00						
	0.00						
	0.00						
	0.00						
Payroll Subtotal	57,783.00	0.00	42,226.00	15,557.00	0.00	0.00	0.00
<u>Other Expenses</u>							
Benefits	22,015.00		17,622.00	4,393.00			
Travel/Training	0.00						
Contracted Svc	0.00						
Equipment	0.00						
Repairs/Maint.	0.00						
Rent	0.00						
Utilities	0.00						
Communications	0.00						
Advertising	0.00						
Supplies	0.00						
Insurance	0.00						
Other Direct	0.00						
Other Direct-Client Ass.	0.00						
Volunteers	0.00						
Fund Totals	79,798.00	0.00	59,848.00	19,950.00	0.00	0.00	0.00
% of VSS Funds:		75%	New Staff in Full-Time Equivalents:		0		
Staff in Full-Time Equivalents:		1	Number of New Staff:		0		

Exhibit C**Compliance**

The Program agrees to comply with the bulleted information below that is specific to the funding source assigned to this Subcontract.

- **All Funded Programs:** The Program agrees to comply with the Department rules as contained in the Iowa Administrative Code; 61 IAC Chapter 9, section 9.50 through 9.65, and the policies of the Department. The Program agrees to comply with the contract stipulations bulleted in this section. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
- **FV Funded Programs (CFDA#93.671):** The Program agrees to comply with the Guidelines published by the U.S. Department of Health and Human Services in the Federal Register, the provisions of Section 311 of the Family Violence Prevention and Services Act, as amended by Public Law 102-295 and any updates as it applies to this Act.
- **SF Funded Programs (CFDA #16.017):** The Program agrees to comply with all policies of the Department and certifies that it meets all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, Pub. L. No. 103-322; Violence Against Women Act of 2000, Division B of the Victims of Trafficking and Violence Protection Act of 2000 - Pub. L. No. 106-386; Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., Violence Against Women and Department of Justice Reauthorization Act of 2005, Public Law 109-162 as amended including 42 U.S.C. §14043g; 42 U.S.C. § 3796gg to 3796gg-5; and 28 CFR Part 90; Federal Funding Accountability and Transparency Act of 2006.
- **VA Funded Programs (CFDA #16.575):** The Program agrees to comply with the Guidelines published by the U.S. Department of Justice for the Victims of Crime Act Assistance Program in the Federal Register of April 22, 1997 and any updates thereafter, Federal Funding Accountability and Transparency Act of 2006.
- **PA and VW Funded Programs (CFDA #16.588):** The Program agrees to comply with all policies of the Department and certifies that it meets all the requirements of the Violent Violence Against Women Act (VAWA) of 2005 as amended (Public Law 110-162) with any updates to the VAWA; 42 U.S.C. 3796gg to gg-5, as amended; Public Law 106-386, 28 Code of Federal Regulations Section 66.34; Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282.

Financial Risk Assessment and Source Documentation

N/A- CVAD has not conducted a risk assessment on your agency.

Claims are due by the last working day of the following month and must be submitted online via Iowagrants.gov

Certified Assurances

**VICTIM SERVICES SUPPORT PROGRAM (VSS)
CRIME VICTIM ASSISTANCE DIVISION (CVAD)
IOWA ATTORNEY GENERAL'S OFFICE (IA AG)**

A. The CVAD-funded program assures and certifies that:

1. It will use Crime Victim Assistance grant funds made available under any federal funding source (including but not limited to Victims of Crime Act, STOP Violence Against Women, Family Violence Prevention & Services Act and Sexual Abuse Services Program) to enhance or expand services and that these federal funds will not be used to **supplant** state and local funds that would otherwise be available for crime victim services.
2. It will provide services to victims of crime at **no charge**. No income eligibility standards will be imposed on individuals receiving assistance or services supported with CVAD funds.
3. It will maintain **confidentiality** of client-counselor information as required by state and federal law.
4. In accordance with federal civil rights laws, the program or grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws including but not limited to 28 C.F.R. part 42 and part 38 and 41 U.S.C. 4712.
5. In the event that a Federal or State court or Federal or State administrative agency makes a **finding of discrimination** after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or disability against the program, the program will forward the findings to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Iowa Attorney General's Office, Crime Victim Assistance Division (CVAD).
6. It will maintain statutorily required **civil rights statistics** on victims served by race, gender, national origin, age and disability and permit reasonable access to its books, documents, papers, and records to determine whether they are complying with applicable civil rights laws. This requirement is waived when soliciting the information may be inappropriate or offensive to the crime victim.
7. It will comply with Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the grantee must take reasonable steps to ensure the LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, to consider the need for language services for LEP person served or encountered both in developing your budgets and in conducting your programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.
8. It will determine whether it is required to formulate an **Equal Opportunity Program (EEOP)**, in accordance with 28 CFR Part 38 and 42. If the program is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Iowa Attorney General's Crime Victim Assistance Division (CVAD) indicating that it is not required to develop an EEOP. If the program is required to develop an EEOP, but is not required to submit the EEOP to the

OCR, the applicant will submit a certification form to the OCR and the CVAD certifying that it has an EEO on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEO to the OCR and the CVAD. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form should also be submitted to the CVAD. Additional information regarding a grantee's EEO requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eop_comply.html.

9. It agrees to comply with the applicable requirements of the 28 C.F.R. Part 38, the Department of Justice (DOJ) regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the DOJ grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religion activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of beneficiary's religion.
10. It will maintain client, staff, policy and procedure information and that **reports** shall be submitted, in the correct form, on time, and containing information as required by the Crime Victim Assistance Division.
11. It will comply with Iowa Code Chapter 216 as amended which governs civil rights protection in Iowa; and Iowa Code Section 8.11 regarding Minority Impact Statements; the Iowa Attorney General's Crime Victim Assistance Division rules as contained in the Iowa Administrative Code, 61 IAC Chapter 9, Section 9.50 through 9.65; and the policies of the Iowa Attorney General's Crime Victim Assistance Division.
12. It will create a sexual harassment policy which includes the process for filing a grievance of sexual harassment by a staff member, client, victim, or volunteer. The process shall take into consideration how to file a complaint against a supervisor, administrator or director. After the creation of the sexual harassment policy, all current staff and volunteers, as well as new staff and volunteers will sign an acknowledgement form that they have reviewed and understand the sexual harassment policy. One copy will be provided to the staff member, or volunteer and one will be kept in their personnel file.
13. It agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express written approval of the Office of Justice Programs (OJP), in order to avoid violation of 18 U.S.C. § 1913. It will comply with any restrictions outlined in 28 CFR Part 69 regarding New Restrictions on Lobbying or any updates therein.
14. It will comply with the Drug-Free Workplace Act of 1988, implemented at 28 CFR Part 67, subpart F, for programs, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 or any updates therein.
15. It will encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating agency-owned, rented, or personally owned vehicles pursuant to 23 USC 402 and 403, and 29 USC 668 or any updates therein.
16. It will encourage adoption and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by these funds, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg.

51225 (October 1, 2009) or any updates therein.

17. It will refer to the United States Department of Justice's (DOJ) Office of Inspector General (OIG) and the Iowa Attorney General's Crime Victim Assistance Division (CVAD) any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for these funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, wastes, abuse, conflict of interest, bribery, gratuity, or similar misconduct involving these funds. This condition also applies to any subgrantees or contractors. Potential fraud, waste, abuse or misconduct should be reported to the Office of Inspector General (OIG) by:
- a. Mailing to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, D.C. 20530,
 - b. Emailing to: oig.hotline@usdoj.gov,
 - c. Hotline information: 1-800-869-4499 in English and Spanish, or
 - d. Hotline fax: 1-202-616-9881.

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

18. It will not use federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of OJP.
19. It agrees to comply with applicable requirements regarding SAM registration at www.sam.gov and applicable restrictions and provide a Data Universal Numbering System (DUNS) number.
20. It and all its contractors will **comply with all Federal laws and regulations** applicable to Federal assistance programs and with any applicable provisions of 28 C.F.R. Part 66, 70 entitled Uniform Administrative Requirements for Grants and Cooperative Agreements and 2 C.F.R. Part 200, entitled the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. (together, the "Part 200 Uniform Requirements") apply to this award.
21. It will comply as applicable with the following circulars from the Office of Management and Budget (OMB) or updates therein: OMB Circular A-122 Cost Principles for Non-profit Organizations; OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments; educational institutions are subject to OMB Circular A-21; commercial organization vendors or subcontractors are subject to the cost principles under 48 CFR Part 31 and are subject to the provisions of 45 CFR Part 92.
22. It will comply, and all its contractors and subgrantees will comply, with any applicable federal **nondiscrimination requirements**, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 as amended (29 U.S.C. § 791); the Americans Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligation of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
23. It will comply with the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including National Historic Preservation Act (NHPA)). The program also agrees to comply

with all federal, state and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award or contract. It agrees to assist Office of Justice Programs (OJP) in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.). It will not use VOCA funds for renovation or construction.

24. Appropriate **accounting, auditing, and monitoring** procedures will be used so that records are maintained to insure fiscal control, proper management, and efficient distribution of the victim assistance funds in accordance with the most current edition of the Financial Guide created by the Office of Chief Financial Officer (OCFO).
25. Fund accounting, auditing, monitoring, evaluation procedures, and such **records** as the Attorney General's Crime Victim Assistance Division (CVAD) shall prescribe, shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.
 - a. It shall maintain such data and information and submit such **reports** in such form, at such times, and containing such data and information as the CVAD may reasonably require administering the program.
26. It will provide for an independent **audit** report on an annual basis as required by Office of Management and Budget (OMB) Circular A-133 and the OCFO Financial Guide. It will comply with the organizational audit requirements of OMB Circular A-133 and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of Department of Justice funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide and the OCFO Financial Guide.
27. Non-Federal entities that expend \$750,000 or more a year in Federal funds (from all sources including pass-through awards) in the organization fiscal year (12 month turnaround reporting period) shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133.
28. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year. Records must be kept and available for review or audit by appropriate officials including the Federal agency, State agency, and U.S. Government Accountability Office (GAO).
29. All private agencies agree to perform **an audit in accordance with Iowa Code Section 11.36** audit requirements.
30. **Due Dates for Audit Reports** Audit reports are due the earlier of thirty days after receipt of the auditor's report or (9) nine months after the end of the audit period as outlined in 2 CFR part 200, subpart F. Audits must be sent to CVAD upon completion.
31. These funds may not be used as direct payment to any victim or dependent of a victim.
32. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with **Federal money**, all programs receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the projects or program.

33. It will comply with any **additional eligibility or service criteria** established by the Crime Victim Assistance Division.
 34. It will expend funds received only for the purposes and activities covered by the program's approved application and budget; and that the grant may be **suspended or terminated** at any time by the CVAD if the program fails to comply with the provisions of the awarded funding source, Victim Services Grant Program Administrative Rules or any of the certified assurances listed above.
 35. It will compensate employees at no less than minimum wage, and provide safe and sanitary working conditions.
 36. It will notify the Crime Victim Assistance Division (CVAD) office **in writing, by e-mail, or through correspondence section of IowaGrants.gov** within 30 days of any staffing change which includes CVAD-funded staff and any key personnel. Key personnel includes Executive Director, Program Director, Supervisor, Financial Director/Manager or others key personnel determined by CVAD.
 37. It will notify the Crime Victim Assistance Division (CVAD) office **in writing or via e-mail** of any CVAD-funded positions that remain vacant for 45 days or more. This notification must include reason for vacancy and plan for filling the position.
 38. It will keep time and attendance records for all CVAD-funded staff.
 39. It will expend funds received only for the purposes and activities covered by the program's approved application and budget; and that the contract and funds may be **suspended or terminated** at any time by the CVAD if the program fails to comply with the provisions of these certified assurances listed throughout this document.
 40. It will cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
 41. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties. It will comply with 45 CFR 92.35 and Executive Order 12549 and any updates therein regarding Debarment and Suspension. In order to see if your organization is debarred or suspended a list is available on the web at <http://www.epls.gov>. Any program that receives CVAD-funds and is on the Debarment and Suspension list must notify the Crime Victim Assistance Division (CVAD).
- B. Violence Against Women Act (VAWA or VW) Funded Programs assures and certifies that:**
1. **Matching funds** required to pay the non-federal portion of the cost of each program and project, for which these funds are made available, shall be in addition to funds that would otherwise be made available for VW project activities by the program or recipient of these funds and shall be provided on a project-by-project basis. Non-profit, non-governmental victim service agencies are exempt for making match.
 2. It agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express written approval of the Federal Office on Violence Against Women (OVW), in order to avoid violation of 18 U.S.C. § 1913. The program may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking [as those terms are defined in 42 USC 13925(a)] when such collaboration and provision of information is consistent with the activities

otherwise authorized under this VW-funded program. It will comply with any restrictions outlined in 28 CFR Part 69 regarding New Restrictions on Lobbying.

3. It agrees all materials and publications (written, visual or sound) resulting from award activities shall contain the following statements: “This project was supported by Subgrant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the view of the Department of Justice, Office on Violence Against Women.”
4. It agrees one copy of all reports and any other written materials or products that are funded under the project to Federal Office on Violence Against Women by submitting it to the Iowa Attorney General’s Crime Victim Assistance Division not less than 30 days prior to public release. If the written material is found to be outside the scope of the program or in some way to compromise victim safety, it will need to be revised to address these concerns or the funded program will not be allowed to use VW funds to support the further development or distribution of the materials.
5. It agrees that any training or materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.
6. It will comply with 28 CFR §66.34, in which the Office on Violence Against Women reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
 - a. any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
 - b. Any work that is subject to copyright for which ownership was purchased by a recipient or program, subrecipient or a contractor with support under this award.

In addition, the program or recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women (OVW) program manager assigned to this award by forwarding this information to the Iowa Attorney General’s Crime Victim Assistance Division, and must comply with all conditions specified by the (OVW) program manager in connection with that approval before: (1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or (2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the funded recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

7. It will comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide, Office of the Chief Financial Officer (OCFO) Financial Guide and Department of Justice Financial Guide.
8. No program or recipient of VW funds shall use or reveal any **research or statistical information** furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with the VAWA. Such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.

9. Any court, law enforcement, and prosecution agency receiving Violence Against Women Act these funds certify that in the course of developing their VW application and appropriation, they have consulted with local Domestic Violence and/or Sexual Abuse programs to ensure that the proposed activities and equipment acquisitions are designed to promote safety, confidentiality, and economic independence of victims of domestic violence, sexual assault and dating violence.
10. It will not purchase of law enforcement uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.
11. It will not use these funds to support the development of presentation of domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. It further agrees that these funds will not be used to teach primary or secondary school students from an already existing curriculum.
12. It will not use these funds to conduct public awareness or community education campaigns or related activities. These funds may be used to support, inform, and outreach to victims about available services.
13. It will not support activities that may compromise victim safety and recovery, such as:
 - Procedures and policies that exclude victim from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children;
 - Procedures or polices that compromise the confidentiality of information and privacy of persons receiving VW-funded services;
 - Procedures or policies that impose requirements on victims in order to receive services (e.g. seek an order of protection receiving counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.
 - Procedure or policies that failure to include conducting safety planning with victims;
 - Project design and budget that fail to account for the access need of participants with disabilities and participants who have limited English proficiency or who are Deaf or hard of hearing;
 - The use of pre-trial diversion programs without prior approval from OVW or the automatic placement of offenders in such programs;
 - Couples counseling, family counseling or other manner or joint victim-offender counseling as a routine or required response to sexual assault, domestic violence, dating violence, or stalking or in situations in which child sexual abuse is alleged;
 - Offering or ordering anger management programs for offenders as a substitute for batterer's intervention programs;
 - Procedures or policies that deny victims and non-abusing parents or caretakers and their children access to services based on their involvement with the perpetrator;
 - Requiring survivors to meet restrictive conditions in order to receive (e.g. background checks to victims, clinical evaluations to determine eligibility for services, such as questions about immigration status, gender identity, sexual orientation, disability, physical or mental health, and work or criminal history that the service provider does not need to know about to provide services safely;
 - Relying on batterer intervention programs that do not use court monitoring to hold batterers accountable for their behavior;
 - Policies and procedures that fail to account for the physical safety of victims;
 - Enforcing or promoting nuisance abatement ordinances, crime-free housing ordinances, or crime-free lease addenda (often associated with crime-free housing programs) that require or encourage the eviction of tenants or residents who may be victims of domestic violence, sexual assault, dating

violence or stalking. See also the U.S. Department of Housing and Urban Development for guidance on how such ordinances and addenda may violate the Fair Housing Act; and

- Policies or procedures that require testing of sexual assault forensic evidence in cases where the victim obtained a medical forensic exam but has not chosen to participate in the criminal justice system.

14. It will not use the VAWA/VW funds for the following unallowable activities:

- Lobbying;
- Fundraising;
- Research projects (This does not include program assessments conducted only for internal improvement purposes. See “Research and Protection of Human Subjects” in OVW’s Solicitation Guide.)
- Purchase of real property;
- Construction;
- Physical modifications to buildings, including minor renovations (such as painting or carpeting);

15. It will comply with 42 U.S.C. § 3796gg to 3796gg-5, Omnibus Crime Control and Safe Streets Act of 1968 - Pub. L. No. 90-351 Violence Against Women Act, Title IV of the Violent Crime Control and Law Enforcement Act of 1994 - Pub. L. No. 103-322 and 42 U.S.C. § 3711, et seq., Violence Against Women Act of 2000 and Division B of the Victims of Trafficking and Violence Protection Act of 2000 - Pub. L. No. 106-386, and Violence Against Women and Department of Justice Reauthorization Act of 2005, Public Law 109-162 as amended and Office of Violence Against Women’s implementing regulations at 28 CFR Part 90; and any updates to these sources.

16. It will comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and the costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>. It agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at: <http://www.ovw.usdoj.gov/grantees.html>. It agrees to contact and receive permission from their Victim Services Support Program primary contact from the Iowa Attorney General’s Crime Victim Assistance Division prior to utilizing federal VW funds for related conference expenses.

17. It will comply that the program receiving Violence Against Women (VW) funds meets all the requirements stated in these certified assurances and the Violence Against Women and Department of Justice Reauthorization Act of 2005, Public Law 109-162 as amended, and that all the information presented in the application for funding is correct, and the application will comply with the provisions of the Act and all other federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.

C. Victims of Crime Act (VOCA or VA) Funded Programs assures and certifies that:

1. It will contribute the amount of **matching funds** as required by VOCA and the Crime Victim Assistance Division.

2. It is a **public or non-profit program**, or a combination of such agencies, and that it provides services to victims of crime. It can demonstrate a **record of providing effective services** to crime victims. This includes having community support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources. A new program that has not yet demonstrated a record of providing service must show that 25-50% of their financial support comes from non-federal sources.
 3. Victim assistance funds shall be used only to provide **direct services** free of charge to victims of crimes.
 4. It will help victims apply for **crime victim compensation** benefits.
 5. It will provide services to **victims of federal crimes** on the same basis as victims of state/local crimes.
 6. It will promote within the community, **coordinated public and private efforts** to aid crime victims.
 7. It will incorporate the **use of volunteers** unless the Crime Victim Assistance Division determines there is a compelling reason to waive this requirement. A compelling reason may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.
 8. It does not discriminate against victims because they disagree with the way the State is prosecuting the criminal case.
 9. It will have a grievance procedure for victims, employees and volunteers.
 10. It will comply, and all its contractors will **comply, with the applicable provisions of the VOCA**, the guidelines for crime victim assistance grants and the requirements of the OCFO Financial Guide, effective edition, which includes maintaining effective program and financial records that fully disclose the amount and disposition of VOCA funds received. This includes financial documentation for disbursements, daily time and attendance records for paid and volunteer staff, client files, the portion of the program funded with other sources of revenue, job descriptions, contracts for services, and other records which facilitate an effective audit.
 11. It authorizes the Office for Victims of Crime (OVC), Office of the Chief Financial Officer (OCFO) and the Iowa Attorney General's Crime Victim Assistance Division (CVAD) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA funds.
 12. It will comply with the Victims of Crime Act of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2), the applicable program guidelines and regulations, all amendments or updates to this act, and all applicable federal and state laws, regulations, and guidance.
- D. Sexual Abuse Services (SASP or SF) Funded Programs assures and certifies that:**
1. All programs receiving these funds are exempt for making match.
 2. It agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.

3. All materials and publications (written, visual, or sound) resulting from the award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the state administering office for the SASP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice, Office on Violence Against Women.
4. It understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.
5. It agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at: <http://www.ovw.usdoj.gov/grantees.html>. It agrees to contact and receive permission from their Victim Services Support Program primary contact from the Iowa Attorney General's Crime Victim Assistance Division prior to utilizing federal VW funds for related conference expenses.
6. It agrees to submit one copy of all reports and any other written materials or products that are funded under the project to Federal Office on Violence Against Women by submitting it to the Iowa Attorney General's Crime Victim Assistance Division not less than 30 days prior to public release. If the written material is found to be outside the scope of the program or in some way to compromise victim safety, it will need to be revised to address these concerns or the funded program will not be allowed to use VW funds to support the further development or distribution of the materials.
7. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with **Federal money**, all programs receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the projects or program.
8. It will comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide, Office of the Chief Financial Officer (OCFO) Financial Guide and Department of Justice Financial Guide.
9. It will comply with 28 CFR §66.34, in which the Office on Violence Against Women reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
 - c. any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
 - d. Any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women (OVW) program manager assigned to this award by forwarding this information to the Iowa Attorney General's Crime Victim Assistance Division, and must comply with all conditions specified by the (OVW) program manager in connection with that approval before: (1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or (2) incorporating any copyrighted

work, or portion thereof, into a new work developed under this award. It is the responsibility of the funded recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

10. It acknowledges that SASP funds may only be used for the provision of direct intervention and related assistance to victims of sexual violence, including but not limited to:
- 24-hour hotline services providing crisis intervention services and referral;
 - Accompaniment and advocacy through medical, criminal justice, and social support systems, including medical facilities, police and court proceedings.
 - Crisis intervention, short-term individual and group support services, and comprehensive service coordination and supervision to assist sexual assault victims and family or household members;
 - Information and referral to assist the sexual assault victim and family or household members;
 - Community-based, culturally specific services and support mechanisms, including outreach activities for underserved communities; and
 - Development and distribution of materials on issues related to the services described in bullets under this section.
11. It will not use the SASP/SF funds for the following unallowable activities:
- Lobbying;
 - Fundraising;
 - Research projects (This does not include program assessments conducted only for internal improvement purposes. See “Research and Protection of Human Subjects” in OVW’s Solicitation Guide.)
 - Purchase of real property;
 - Construction;
 - Physical modifications to buildings, including minor renovations (such as painting or carpeting);
 - Sexual Assault Forensic Medical Examiner projects;
 - Sexual Assault Response Team coordination;
 - Criminal justice-related projects, including law enforcement, prosecution, courts, and forensic interviews;
 - Activities focused on prevention efforts and public education (e.g., bystander intervention, social norm campaigns, presentations on healthy relationships, etc.);
 - Providing training to allied professionals and the community (e.g., law enforcement, child protection services, prosecution, other community based organizations, etc.); and
 - Domestic violence services that do not relate to sexual violence.
12. It will not support activities that may compromise victim safety and recovery, such as:
- Procedures and policies that exclude victim from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children;
 - Procedures or policies that compromise the confidentiality of information and privacy of persons receiving SF-funded services;
 - Procedures or policies that impose requirements on victims in order to receive services (e.g. seek an order of protection receiving counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.

- Procedure or policies that failure to include conducting safety planning with victims;
- project design and budget that fail to account for the access need of participants with disabilities and participants who have limited English proficiency or who are Deaf or hard of hearing;
- Materials that are not tailored to the dynamics of sexual assault or to the culturally specific population to be served; and
- Policies that deny individuals access to services based on their relationships to the perpetrator.

E. Family Violence Prevention & Services Act (FVPSA or FV) Funded Programs assures and certifies that:

1. No income eligibility standard will be imposed on individuals receiving assistance or services supported with funds appropriated to carry out the Act. There shall be no charge to victims for services provided by the program.
2. The address or location of any shelter-facility assisted under the Act will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
3. In accordance with Public Law 103-333, the “Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to this award.
 - a. Section 507: “Purchase of American-Made Equipment and Products – It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”
 - b. Section 508: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”
4. It will not use the awarded funds to support inherently religious activities such as religious instruction, worship, or proselytization, as part of programs or services funded with FV funds. Therefore, organization must take steps to separate, in time or location, their inherently religious activities from the services under this program. Regulations pertaining to this prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <http://www.os.dhhs.gov/fbc/waisgate21.pdf> and within 45 CFR Part 87- Equal Treatment of Faith-Based Organizations.
5. In accordance with Public Law 103-227, the “Pro-Children Act of 1994”, smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. This includes any subgrants, contracts, cooperative agreements, as well as loans and loan guarantees. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day as well as suspension or termination of your FV funds.
6. It will comply as applicable with the following regulations from Title 45 of the Code of Federal Regulations (CFR):
 - 45 CFR Part 16 Procedures of the Departmental Grant Appeals Board;
 - 45 CFR Part 30 Claims Collection;

- 45 CFR Part 80 Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
- 45 CFR Part 81 Practice and Procedure for Hearings Under Part 80 of this Title;
- 45 CFR Part 84 Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;
- 45 CFR Part 86 Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance;
- 45 CFR Part 87 Equal Treatment for Faith-Based Organizations;
- 45 CFR Part 91 Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
- 45 CFR Part 92 Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments;
- 45 CFR Part 97 Consolidation of Grants to the Insular Areas;
- 45 CFR Part 100 Intergovernmental Review of Department of Health and Human Services Programs and Activities; and
- 2 CFR 376 Nonprocurement Debarment and Suspension.

F. State Domestic Abuse and Sexual Abuse Funded Programs assures and certifies that:

1. No income eligibility standard will be imposed on individuals receiving assistance or services supported with funds appropriated to carry out the Act. There shall be no charge to victims for services provided by the program.
2. The grant funds will only be used to provide services to victims of domestic abuse or sexual abuse as specified in Iowa Code section 236.15.
3. It will maintain client, staff, policy and procedure information and that **reports** shall be submitted, in the correct form, on time, and containing information as required by the Crime Victim Assistance Division (CVAD).
4. It has a grievance procedure for victims, employees and volunteers.
5. It is a domestic abuse or sexual abuse program as defined in Iowa Code Chapter 236 and that all employees and volunteers who provide victim services are certified as victim counselors as provided in Iowa Code Chapter 915.
6. It provides all services without regard to a victim's ability to pay. There shall be no charge to victims for services provided by the program.
7. If it provides services to victims of domestic abuse, the program has the capacity to provide or arrange for safe shelter of victims and their children.
8. If it provides services to victims of sexual abuse, the program has the capacity to provide in-person support to victims at the time of an evidentiary sexual abuse examination.

I certify that I have read and reviewed the above assurances and that the program will comply with all of the CVAD provisions and corresponding funding provisions.

Program Name

Signature of Authorized Representative

Date

Typed Name of Authorized Representative

Title of Authorized Representative

Email Address of Authorized Representative

Telephone Number of Authorized Representative

Program Director Signature

Date

Typed Name of Program Director

Title of Program Director

Email Address of Program Director

Telephone Number of Program Director

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE
REQUIREMENTS**

(sent as a separate PDF attachment)



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(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 paragraph (1)(b) of this certification; and

(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; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant 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 on-going 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; and

(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 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; and

(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 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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 subparagraph (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, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a 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), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements—28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal Sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental protection Agency's (EPA-list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Disclosure of Lobbying Activities

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for instructions.)

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity In No. 4 is Subawardee, enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):	

11. Information requested through this form is authorized by Sec.319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient, include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 27, 2017

APPROVAL OF THE Violence Against Women grant contract for the Sheriff's Office in the amount of \$59,848.

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

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

TIM LANE
Scott County Sheriff

Item 10
7/25/17

SHAWN ROTH
Chief Deputy Sheriff



BRYCE SCHMIDT
Chief Deputy Sheriff

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

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

Date: July 12, 2017

Memo To: Board of Supervisors

From: Sheriff Lane

REF: RACOM Wireless Communications Service Support Contract for Fiscal Year 2018

Enclosed is the RACOM service support contract for fiscal year 2018 for \$18,640.32. There is a slight increase from last year's contract due to the jail portable radios no longer being on warranty. This contract covers the suitcase linker, stations and BDA's, squad equipment coverage for build and removals, as well as 51 jail portable radios and control stations. The Sheriff's Office does not participate in the battery service and replacement option. Batteries are purchased through the Sheriff's Office operating budget.

This contract is paid from the Sheriff's Office budget under line item 800 MHz Maintenance Costs.

I can be available to answer any questions the Board of Supervisors may have concerning this maintenance and support agreement.



RACOM

critical communications

Wireless Communications Service Support Contract Scott County Sheriff's Office Fiscal Year 2018

RACOM hereby submits the following specifications and pricing service support of the following wireless radio equipment:

Equipment and Description	Yearly
Suitcase Linker, Stations, BDA's VIPs	\$ 5,212.92
50 Squad Eq. Full Coverage Plus	\$ 9,870.00
51 Jail Portable Radios & Control Stations	\$ 3,557.40
Total	\$18,640.32
➤ <i>See a Detailed Inventory List on attached pages.</i>	
➤ <i>Battery service & replace option for 51 batteries yearly</i>	\$ 2,950.00
➤ <i>Total Contract with battery option</i>	<i>21,590.32</i>

Contract Coverage

This contract includes all technical service work and support, mileage, and parts 24 hrs a day, 7 days a week to maintain the above listed equipment to its original manufacturer's specifications as long as parts and support are provided by that original manufacturer. This shall be a yearly contract starting July 1st 2017 and proceeding through June 30th 2018. This contract automatically renews, year-to-year unless canceled 30 days prior to the anniversary date by either party.

Contract Inclusions

RACOM technicians will perform yearly Preventative Maintenance on all contracted equipment; this includes sensitivity, modulation, frequency and power alignment of all equipment to the manufacturer's original specifications. At the time of the yearly test RACOM personnel will also program equipment with any software upgrades, flash code upgrades and will reprogram equipment for any desired user personality changes. Service depot charges and associated shipping charges, if required will also be covered under this agreement. RACOM will also analyze and condition batteries for the equipment listed if the Battery Maintenance Option is exercised. Like units may be added during the contract period at the pricing listed above.

Contract Exclusions

This contract does not cover damages caused by acts of God, equipment misuse or abuse, vehicle accident damage, induction of liquids or other foreign materials, power surges or lightning strikes. Also excluded are batteries, unless the Battery Maintenance Option is exercised, power lines, phone lines, towers, antennas and feed lines. Equipment theft is not covered.

Full Squad Service Inclusions

Full Squad Service includes all labor and mileage required to make repairs and or replace parts, such as modules, flashers, relays, lens, siren speakers, motors, gears, switches, power supplies, LED's etc. These parts may be obtained either by the Scott County Sheriff's Office or by RACOM; however the cost of these parts will not be covered by this contract. Under Full Squad Service, any equipment not directly covered by the contract may be sent, by RACOM to its Original Equipment Manufacturer's Service Depot for repairs. RACOM will establish accounts with these manufacturers and will charge a flat fee of \$75.00 over and above the manufacturer's bill for service. Any shipping costs incurred will not be included in the \$75.00 flat fee, and will be billed out at RACOM's cost. Re-installation of depot serviced equipment will be covered under Full Squad Service.

Full Squad Service List of Covered Equipment

- Push Bumper including lighting
- Siren speaker
- Roof Mounted Light Bar
- Radar System
- Center Console
- Computer Docking Station
- Siren and Light Controller
- Mobile Printer
- Radio Scanner
- 700/800MHz Mobile Radio
- Center Console Associated wiring
- Front and Rear Partitions with Hard Seat
- Guns Rack and Lock
- Door Panels & Window Bars
- Trunk Tray Equipment & Associated wiring
- Rear light stick & Wiring
- Perimeter Lighting & Wiring
- Roof Antennas & Coax Cabling
- In Motion Wireless Router System
- In Squad Video System
- Blue Print SOS integrated system.
- Traffic advisors (arrow stick) & Wiring

Full Squad Service Exclusions

Full Squad Service does not include replacement parts, such as modules, flashers, relays, lens, siren speakers, motors, gears, switches, power supplies, LED's etc. These parts may either be obtained by the Scott County Sheriff's Office or by RACOM the cost of these parts will not be covered by this contract. RACOM will charge out any parts not supplied by Scott County Sheriff's Office at the time of service.

Vehicle Equipment Removals and Installations

Squad equipment removals and equipment installs will be quoted individually as needed. Squad equipment such as siren light controllers, light bars, siren speakers, traffic advisors, perimeter lighting, push bumpers, partitions, window guards, back seats, harnesses, equipment trays, etc. will be stocked for spare equipment and so a squad could be built without the lag time of ordering equipment.

Battery Maintenance Option

RACOM will maintain all portable radio batteries. This includes replacement of any battery that does not retain 85% capacity of the original battery specifications. Replacement batteries will be provided while batteries are being tested and analyzed. Batteries will be replaced on a one for one basis. New or re-conditioned batteries will not be provided unless a bad or suspect battery is exchanged. Batteries provided without an exchange will be invoiced. RACOM will also label and date each battery that is new or re-conditioned with the date of testing and battery capacity obtained. Physically damaged batteries will not be covered under this contract.

Non Contract Services

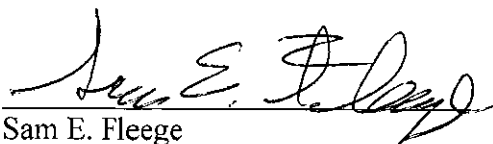
RACOM will provide other services such as equipment removals, installations, antenna repair/replacement, at an hourly labor rate of \$75.00 and other equipment service work not covered by this contract at an hourly labor rate of \$95.00 during normal business hours, Monday through Friday, 8 AM to 5 PM.

Contract Acceptance

The above prices, specifications and conditions are satisfactory and hereby accepted by:

Scott County Sheriff's Office

Dated: _____



Sam E. Fleege
RACOM
Senior Manager Technical Support

Dated: 7-10-17

Jun-17 SCOTT COUNTY SHERIFF'S OFFICE

Qty	Model/ Part	Serial #	Description	Made by	Located	Date-In	# Mo	Each	Monthly	2015-2016	LID
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Control Stations, Linkers, BDA Eq., Radios

1	KE8MTD	419581	500M MOBILE	MA/COM	Tactical Lnkr		12	\$ 9.50	\$ 9.50	\$ 114.00	
1	TK-760GK	50301004	TK-760GK	KENWOOD	Tactical Lnkr		12	\$ 3.75	\$ 3.75	\$ 45.00	
1	MAHG-88MXX	9128810	M7100 MOBILE	HARRIS	FUSION		12	\$ 12.10	\$ 12.10	\$ 145.20	1521
1	HT7170T81E	9023210	P7100 PORTABLE	HARRIS	FUSION		12	\$ 9.50	\$ 9.50	\$ 114.00	14999
1	MW-CBDA-ESMR-1W60-A	1012746	Parker RF BDA	Parker	Tremont Annex		0	\$ -	\$ -	\$ -	
1	CSI-AY746-896/11	17B402428375	CSI PUBLIC SAFETY BDA	CSI	Eldridge Patrol Bldg 6-1-2017		0	\$ -	\$ -	\$ -	
1	CSI-BDA51062-S81		BI DIRECTIONAL AMP	AXELL	SC JAIL		12	\$ 90.00	\$ 90.00	\$ 1,080.00	
1	RIU-BDAC-IDEN	5D28AC3	FIBER CONTROLLER	CORNING	SC JAIL		12	\$ 31.00	\$ 31.00	\$ 372.00	
1	WMB-B8U	5C31348	8 PORT FIBER HUB	CORNING	SC JAIL		12	\$ 39.50	\$ 39.50	\$ 474.00	
1	1000D-IDEN-SMR4	5C340D8	8 PORT FIBER HUB	CORNING	SC JAIL		12	\$ 39.50	\$ 39.50	\$ 474.00	
1	1000D-IDEN-SMR4	0732333	RHU REMOTE HUB	CORNING	SC JAIL M2		12	\$ 19.98	\$ 19.98	\$ 239.76	
1	1000D-IDEN-SMR4	07313EC	RHU REMOTE HUB	CORNING	SC JAIL		12	\$ 19.98	\$ 19.98	\$ 239.76	
1	1000D-IDEN-SMR4	0A5319C	RHU REMOTE HUB	CORNING	SC JAIL		12	\$ 19.98	\$ 19.98	\$ 239.76	
1	1000D-IDEN-SMR4	0732262	RHU REMOTE HUB	CORNING	CIVIL WINDOW		12	\$ 19.98	\$ 19.98	\$ 239.76	
1	1000D-IDEN-SMR4	#5D44999	RHU REMOTE HUB	CORNING	HEALTH		12	\$ 19.98	\$ 19.98	\$ 239.76	
1	1000D-IDEN-SMR4	#5D44A06	RHU REMOTE HUB	CORNING	JAIL BASEMENT		12	\$ 19.98	\$ 19.98	\$ 239.76	
1	1000D-IDEN-SMR4	#5D449DA	RHU REMOTE HUB	CORNING	SPARE		12	\$ 19.98	\$ 19.98	\$ 239.76	
1	KRD103103A132	00085CY	LPE200	MACOM	VIPS		12	\$ 9.95	\$ 9.95	\$ 119.40	15725
1	KRD103103A132	0008259	LPE200	MACOM	VIPS		12	\$ 9.95	\$ 9.95	\$ 119.40	15726
1	KRD103103A132	000AFTG	LPE200	MACOM	VIPS		12	\$ 9.95	\$ 9.95	\$ 119.40	15731
1	KRD103103A132	00081ZE	LPE200	MACOM	VIPS		12	\$ 9.95	\$ 9.95	\$ 119.40	15732
1	KRD103103A132	000AQTU	LPE200	MACOM	VIPS		12	\$ 9.95	\$ 9.95	\$ 119.40	15733
1	KRD103103A132	000AQTQ	LPE200	MACOM	VIPS		12	\$ 9.95	\$ 9.95	\$ 119.40	15734
Full Service Squads											
47	All Other Equipment	SQUADS	Full Squad Labor Coverage	RACOM			12	\$ 17.50	\$ 822.50	\$ 9,870.00	
									\$	\$ 822.50	\$ 9,870.00

Jail Portable Radios											
1	DM-M78B	A40153005335	XG-25M	HARRIS	SC JAIL BASE	11/1/14	12	\$ 9.15	\$ 9.15	\$ 109.80	15205
1	DM-M78B	A40153005386	XG-25M	HARRIS	SC JAIL BASE	11/1/14	12	\$ 9.15	\$ 9.15	\$ 109.80	14983
1	DPXG-PB78B	A40138003642	XG-25P	HARRIS	SC Jail - JAIL ADM	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15237
1	DPXG-PB78B	A40138006991	XG-25P	HARRIS	SC Jail - JAILCAPT	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15328
1	DPXG-PB78B	A40138006992	XG-25P	HARRIS	SC Jail - LT 1	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15329
1	DPXG-PB78B	A40138006993	XG-25P	HARRIS	SC Jail - BKG SGT	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15341
1	DPXG-PB78B	A40138006994	XG-25P	HARRIS	SC Jail - HOUS SGT	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15707
1	DPXG-PB78B	A40138006995	XG-25P	HARRIS	SC Jail - TRNG SGT	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15353
1	DPXG-PB78B	A40138006996	XG-25P	HARRIS	SC Jail - PROG SGT	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15370
1	DPXG-PB78B	A40138006997	XG-25P	HARRIS	SC Jail - CLASS 2	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15709
1	DPXG-PB78B	A40138006998	XG-25P	HARRIS	SC Jail - CLASS 1	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15315
1	DPXG-PB78B	A40138006999	XG-25P	HARRIS	SC Jail - PROGRAM2	11/1/14	12	\$ 6.05	\$ 6.05	\$ 72.60	15706

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 27, 2017

APPROVAL OF THE RACOM service support contract for the Sheriff's Office in the amount of \$18,640.32.

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

- Section 1. That the RACOM service support contract with the Sheriff's Office is hereby approved as presented.
- Section 2. That Sheriff Lane is hereby authorized to sign said contract.
- Section 3. This resolution shall take effect immediately.

INFORMATION TECHNOLOGY
400 West Fourth Street
Davenport, Iowa 52801-1104
Ph: (563) 328-4100
www.scottcountyiowa.com



July 18, 2017

To: Mahesh Sharma, County Administrator
From: Matt Hirst, Information Technology Director
Subject: Backup Software Maintenance and Support

CommVault backup software license maintenance and support is due for renewal. CommVault Simpana is the software implemented by Information Technology to backup data at Scott County and SECC.

The bid summary is as follows:

<u>Vendor</u>	<u>Total</u>
CDWG	\$15,328.04
Technology Group	\$17,020.74
GHA Technologies	\$17,195.00
GOV Connection	\$17,360.83
ComSource	\$17,510.84
OneNeck	\$18,507.84

It is recommended that the Board approve the bid from CDWG in the amount of \$15,328.04.

The CommVault proposal provides Information Technology the ability to obtain the latest updates and patches to the software as well the support necessary to better utilize the data backup storage solution. The result is a more functional and dependable backup environment.

This contract was awarded to CDWG in the amount of \$18,451.65 last year. Budget dollars are available in the Information Technology Department operational budget to fund this contract.

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 27, 2017

APPROVING PURCHASE OF BACKUP SOFTWARE MAINTENANCE AND SUPPORT

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

Section 1. The purchase of CommVault backup software maintenance and support from CDWG in the amount of \$15,328.04 is hereby approved.

Section 2. This resolution shall take effect immediately.