



THOMAS J. MILLER
ATTORNEY GENERAL

MARTI ANDERSON
DIVISION DIRECTOR

Department of Justice

CRIME VICTIM ASSISTANCE DIVISION

PUBLIC DOCUMENT
INDEX No.

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CITY CLERK'S OFFICE
MUSCATINE, IOWA

LUCAS BUILDING, GROUND FLOOR
321 EAST 12TH
DES MOINES, IOWA 50319

PHONE: (515)281-5044
(800)373-5044
FAX: (515)281-8199

Memo

To: All Fiscal Year 2009 Grantees
From: Donna J. Phillips, Grant Administrator 
Date: July 11, 2008
Re: Grant Award Contracts for Fiscal Year 2009 (7/1/08-6/30/09)

Enclosed please find your copy of your Crime Victim Assistance Division contract(s) for Fiscal Year 2009 for your records.

If you have any questions, please do not hesitate to contact any of the Victim Services Grant (VSG) staff at the office toll-free number of 1-800-373-5044. Their direct contact information is listed below.

Amy Cowan
Phone: 515-242-6112
Email: amy.cowan@iowa.gov

Anne Thomas
Phone: 515-281-5206
Email: athomas@ag.state.ia.us

Donna Phillips
Phone: 515-242-5121
Email: donna.phillips@ag.state.ia.us



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Grantee Name and Address: <i>Muscatine Police Department</i> <i>Domestic Abuse Response Team (DART)</i> <i>312 East 5th St.</i> <i>Muscatine, IA 52761</i>	Contract Number: <i>VW-09-48B</i>
	Contract Period: <i>July 1, 2008 – June 30, 2009</i>
	Grant Award: <i>\$8,053</i>
	Match Amount: <i>\$2,684</i>

FEDERAL VIOLENCE AGAINST WOMEN ACT CONTRACT
CFDA # 16.588

THIS CONTRACT is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Muscatine Police Department DART (the "Grantee") in Muscatine.

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

1. **CONTRACT NUMBER:** VW-09-48B
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which shall commence on July 1, 2008 – June 30, 2009, inclusive.
3. **GRANT AWARD:** The Department agrees to provide funds to the Grantee in the amount of \$8,053 and the Grantee agrees to match this amount with \$2,684 for goods or services provided in acceptable performance of this agreement. The Department will not reimburse Muscatine Police Department DART for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Grantee agrees to comply with all policies of the Department and certifies that it meets all the requirements of the Violent Violence Against Women Act of 2005 as amended (Public Law 109-162); 42 U.S.C. 3796gg to gg-5, as amended; Public Law 106-386, 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.
5. **GRANT SERVICES:** The Grantee agrees to provide the approved services described in its grant application. This agreement does not constitute a contract of employment for any employee or subcontractor of the Grantee.

6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted with the Grantee's grant application, or a budget revision approved by the Department. The Grantee shall utilize the Department's Claim Voucher forms and provide detailed documentation to support the payment of each claim. Such detailed documentation shall include, but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Grantee shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.
7. **ADJUSTMENTS:** The Department shall administer the funds for this contract contingent upon their availability. The Department will disburse funds only as they are available. This contract may be adjusted to reflect changes in the amount of the available funds.
8. **GRANT ADMINISTRATION:** The Department shall monitor the services and operation of the Grantee for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Grantee shall retain all financial records, supporting documents, statistical records and all other records pertinent to the grant, for at least three years following the closure of the most recent audit report.
9. **TERMINATION:**
 - 9.1 **Termination by Department.** The Department may terminate this Agreement by
 - providing a ten (10) day notice to the Grantee or any of its contractors if the Grantee or any of its contractors fail to comply with the grant award stipulations, the Department's administrative rules, the terms and conditions of this Agreement, or other established standards or conditions. The notice shall specify each act or omission by the Grantee or contractor, which serves as the basis for the termination.
 - 9.2 **Termination by the Grantee.** The Grantee may terminate this Agreement at any time for any reason by providing written notice to the Department.
 - 9.3 **Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, the Department shall have the right to terminate this Agreement without penalty as a result of the de-appropriation or lack of funds, the withdrawal of the Department's authorization to operate or a material alteration in the programs administered by the Department, or any substantial modification in the Department's duties.
 - 9.4 **Remedy upon Termination.** Upon termination, all finished or unfinished products or services provided by the Grantee shall, at the option of the Department become the state's property. The Department shall pay the Grantee fair and equitable compensation for the satisfactory performance prior to receipt of the notice of termination, minus any funds owing to the Department. Those funds may include, but are not limited to damages for any violation of this agreement and improperly spent funds. Within 45 days of the termination of the Grantee shall submit to the Department a financial statement detailing all costs up to the effective date of the termination.

9.5 Notice. Notices under this Agreement shall be in writing and delivered to the Department or Grantee at their respective address. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing), which may be by U.S. Mail with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS.

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

10.1 Any Violation of this Agreement by the Grantee; or

10.2 Any negligent acts or omissions of the Grantee; or

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

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

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

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

CONTRACT ENTERED INTO BY:

Muscatine Police Department - DART

Program Name

Authorized Representative Signature

A. J. Johnson

Typed Name

ajohnson@ci.muscatine.ia.us

E-mail Address

Date

City Administrator

Title

563-264-1550

Telephone

Authorized Department Signature

Date

Donna J. Phillips

Typed Name

Victim Services Grant Administrator

Title