

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management

And

Belmond-Klemme Community School District

SUBAWARD AGREEMENT NUMBER: SLFRF-2022-HSEMD-152

PROJECT TITLE: School Safety Improvements

FEDERAL PROGRAM: Coronavirus State and Local Fiscal Recovery Fund (SLFRF)

FEDERAL AWARDDING AGENCY: U.S. Department of Treasury

ASSISTANCE LISTING NUMBER: 21.027

UNIQUE ENTITY IDENTIFIER (UEI): J8B3PLTSFV76

AWARD DATE: January 30, 2024

PERFORMANCE PERIOD START DATE: Date this Agreement is fully executed

PERFORMANCE PERIOD END DATE: December 31, 2024

LIQUIDATION PERIOD: December 31, 2025

SLFRF FUNDS OBLIGATED AMOUNT: \$150,000.00

1. SUBAWARD AGREEMENT AND TERMS AND CONDITIONS

This Subaward Agreement (AGREEMENT) is to provide Belmond-Klemme Community School District (SUBRECIPIENT) with federal assistance from the Coronavirus State and Local Fiscal Recovery Fund (SLFRF). The Recipient is the State of Iowa. This AGREEMENT will serve as the terms and conditions issued by the Iowa Department of Homeland Security Emergency Management (HSEMD) as the State's Pass-Through Entity for this SLFRF subaward. The SUBRECIPIENT's authorized official will be required to sign the AGREEMENT agreeing to comply with these terms and conditions for accepting, implementing, and managing this SLFRF subaward.

A copy of the fully executed (signed) AGREEMENT must be on file with HSEMD before eligible costs can be incurred and work performed.

The SUBRECIPIENT and the SUBRECIPIENT’S authorized representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

2. SCOPE OF WORK

General Provisions

The School Safety Improvement Grant provides SLFRF subawards to school districts/systems to address school safety improvements for capital expenditures up to \$50,000 for each public and private PK-12 school building within Iowa. Funding through this federal program is for minor capital improvements for security enhancements from one or more of the six categories identified as eligible minor capital improvements. The six categories of eligible minor capital improvements are entry control, electronic security and communication systems, barriers, perimeter security, illumination and building envelope. Examples of eligible improvements include purchase and installation of locks, ID actuated systems, duress alarms, intrusion detection systems, radios, mass notification systems, cameras, video servers, fixed or moveable barriers, fencing, security lighting, blast/safety film, reinforced doors, reinforced door frames, reinforced windows, call buttons, door prop sensors, etc.

The maximum number of school buildings eligible to receive the \$50,000 for safety improvements per school district/system is the number of school buildings reported by the district in their 2021-2022 BEDS (Basic Educational Data Survey). Those school buildings must further meet the definition of “school building” for purposes of this grant and have an approved vulnerability assessment completed in order to be eligible for said funds. A “school building” is defined as: any public or non-public attendance center containing classrooms used for instructional purposes for pre-school, elementary, middle, or secondary school students. This does NOT include community partner preschools. The definition of a school building under this grant program is based upon how school buildings and attendance centers are defined in Iowa Administrative Code 281-14.3 and 281-17.2 respectively.

If the estimated cost for school safety improvements at a school district/system’s building is less than \$50,000, the balance of funds could be used for another building within the school district/system where the estimated cost is more than \$50,000. The school district/system will only be allowed to transfer the excess funds from one building (Building #1) to another building (Building #2) when all improvements identified in the vulnerability assessment have been addressed at the initial building (Building #1). Transfer of funds between buildings requires prior approval by HSEMD. The total cost of all buildings cannot exceed \$50,000 x # of buildings in the approved scope of work and budget.

Subaward Restrictions

These funds are to assist the SUBRECIPIENT with completing the scope of work, milestones, and budget that were submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEMD). See Exhibit A: Approved Scope of Work and Budget.

Any modifications to the approved scope and/or budget must be submitted to and approved by HSEMD prior to executing the changes. This includes all change orders. The SUBRECIPIENT is required to obtain all necessary permits before any construction begins.

SUBRECIPIENT must have all minor capital improvements and/or other associated security enhancements or modifications to any school building reviewed and approved by the State Fire Marshals Officer (SFM) or the SUBRECIPIENT’s local fire inspector in accordance with Iowa Administrative Code 661-300 prior to installation of the proposed modifications. For more information on this requirement and/or to submit proposed modifications to the SFM, please visit the SFM website at

<https://dps.iowa.gov/divisions/state-fire-marshal/building-code>. **NOTE: Submitted proposed modifications could take up to 90 days or more to be approved by SFM.** Proof that appropriate coordination and necessary approval from the SFM or the SUBRECIPIENT's local fire inspector prior to installation of minor capital improvements and/or other associated security enhancements or modifications will be required to be eligible for reimbursement under this subaward. Documentation providing proof of this compliance is required as part of the reimbursement request.

SLFRF funds shall be used to supplement existing programs and shall not supplant funds that have been allocated for the same purpose.

3. USE OF FUNDS

- a. SUBRECIPIENT understands and agrees that the funds disbursed under this subaward may only be used in compliance with section 602(c) of the Social Security Act (the Act) and U.S. Treasury's implementing regulations and interpretive guidance.
- b. SUBRECIPIENT will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

4. PERIOD OF PERFORMANCE

The period of performance for this subaward begins on the date the AGREEMENT is executed and ends on December 31, 2024. All costs must be incurred (funds obligated) within the period of performance. All work must be completed and reimbursement requests must be submitted to and paid by HSEMD no later than December 31, 2025 (liquidation period), or 60 days after work is done, whichever comes first. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

5. REPORTING

SUBRECIPIENT agrees to comply with any reporting obligations established by Treasury as they relate to this subaward. See "**22. OTHER TERMS AND CONDITIONS**" (e)(vi) for reporting requirements.

6. MAINTENANCE OF AND ACCESS TO RECORDS

- a. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and U.S. Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The U.S. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, and the Recipient shall have the right of access to records (electronic and otherwise) of the SUBRECIPIENT in order to conduct audits or other investigations.
- c. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to U.S. Treasury through the Recipient, whichever is later.

7. PRE-AWARD COSTS

Pre-award costs, as defined in 2 C.F.R. §200.458, may not be paid with funding from this subaward. Costs for minor capital improvements incurred prior to the fully signed AGREEMENT will not be eligible for reimbursement.

8. ADMINISTRATIVE COSTS

Administrative costs are not included in the funding from this subaward.

9. COST SHARING

Cost sharing or matching funds are not required to be provided by SUBRECIPIENT.

10. CONFLICTS OF INTEREST

SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318(c) and that such conflict of interest policy is applicable to each activity funded under this subaward. SUBRECIPIENT must disclose in writing to the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.112.

11. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- a. SUBRECIPIENT shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and executive orders. SUBRECIPIENT declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this AGREEMENT. Subrecipient further understands that SLFRF requires specific reporting and performance guidelines, including the SLFRF Final Rule found at (31 C.F.R. 35) which can be located at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> and <https://www.federalregister.gov/documents/2022/01/27/2022-00292/coronavirus-state-and-local-fiscal-recovery-funds/>.
- b. Federal regulations applicable to this subaward include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this subaward. [2 C.F.R. Part 200](#)
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180,

subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this subaward, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12. REMEDIAL ACTIONS

In the event of SUBRECIPIENT's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

13. HATCH ACT

SUBRECIPIENT agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

14. FALSE STATEMENTS

SUBRECIPIENT understands that making false statements or claims in connection with this subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

15. PUBLICATIONS

Any publications produced with funds from this subaward must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Iowa by the U.S. Department of the Treasury.”

16. DEBTS OWED THE FEDERAL GOVERNMENT

- a. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by SUBRECIPIENT shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the SUBRECIPIENT knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

17. DISCLAIMER

- a. The United States expressly disclaims any and all responsibility or liability to SUBRECIPIENT or third persons for the actions of SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this subaward or any contract, or subcontract under this subaward.
- b. The acceptance of this subaward by SUBRECIPIENT does not in any way establish an agency relationship between the United States and SUBRECIPIENT.

18. PROTECTIONS OF WHISTLEBLOWERS

- a. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a

violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

19. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

20. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

21. SUBAWARD SUSPENSION OR TERMINATION

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

The SUBRECIPIENT may also terminate this subaward. A 30-day written termination notification must be provided by HSEMD or SUBRECIPIENT via registered or certified mail, return receipt requested. Any costs incurred earlier than the date of receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment.

22. OTHER TERMS AND CONDITIONS

The SUBRECIPIENT understands and agrees that HSEMD may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEMD under this AGREEMENT, or under any other provision of law, common law, or equity.

- a. Notice of Funding Opportunity (NOFO) Requirements – All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for SLFRF awards are incorporated hereto by reference in this AGREEMENT.
- b. Financial Management – The SUBRECIPIENT will establish and maintain a financial management system as outlined in 2 C.F.R., Part 200, Subpart D, § 200.302, and internal controls in § 200.303. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 C.F.R., Part 200, Subpart E. These standards combined with the audit standards provided within 2 C.F.R., Part 200, Subpart F, plus the requirements of the Generally Accepted Accounting Principles constitute the basis for all policies, processes and procedures set forth in this financial management system for the SUBRECIPIENT.

The SUBRECIPIENT's financial management system must include:

- i. Internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles;
 - ii. A chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant, program, or funding source;
 - iii. Procedures to minimize cash on hand in compliance with the Cash Management Improvement Act (CMIA) and good business processes;
 - iv. The ability to track expenditures on a cash or accrual basis;
 - v. The ability to track expenditures in both financial and program budgets;
 - vi. Procedures to document all grant-related expenditures, broken down by budget line items;
 - vii. Procedures to ensure expenditures are eligible and allowable;
 - viii. The ability to fulfill government-required financial reporting forms
- c. Monitoring – HSEMD is responsible for monitoring the SUBRECIPIENT's activities to provide reasonable assurance that the SUBRECIPIENT administers this subaward in compliance with federal and HSEMD requirements. Responsibilities include reviewing the SUBRECIPIENT's records that support receipts and expenditures, financial records are maintained and are adequate for audit, proper cash management, and expenditures are eligible and allowable. A pre-award risk assessment is completed for each subrecipient to assist HSEMD in determining the minimum level of monitoring that will be needed throughout the life of this subaward in accordance with 2 C.F.R., Part 200.

SUBRECIPIENT will allow HSEMD and auditors access to any necessary records and financial information as indicated in 2 C.F.R., Part 200, Subpart D, §§ 200.334-200.338.

- d. Web-based Grants Management System – HSEMD utilizes a web-based grant management system (EMGrants) for management of all awards and subawards. For this SLFRF subaward, the SUBRECIPIENT will be required to manage the subaward through this system. SUBRECIPIENT would have registered for access at the time of application. HSEMD will provide assistance as needed to ensure SUBRECIPIENT can manage this subaward in EMGrants.
- e. Project Management – SUBRECIPIENT agrees to the following.
- i. Maintain current SUBRECIPIENT contact information with HSEMD.
 - ii. Follow SUBRECIPIENT's written procurement policies and procedures and ensure compliance with procurement and contracting requirements in 2 C.F.R., Subpart D, §§ 200.318-200.327, including Appendix II; Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in 2 C.F.R., Part 200. In addition to the guidelines of 2 C.F.R., Part 200, §§ 200.318-200.327, the SUBRECIPIENT will need to adhere to 2 C.F.R., Part 200, § 200.216, § 200.471 and Appendix II.
 - iii. Equipment Purchases – Acquisition of equipment (as defined in 2 C.F.R. Part 200) must be identified in the approved scope of work and budget.
 - iv. Submit Requests for Reimbursement (RFRs) and required support documentation.
 - All costs incurred shall support the approved scope of work, be allowable, reasonable, and allocable as defined by the 2 C.F.R. § 200.404 Reasonable Costs and § 200.405 Allocable Costs
 - EMGrants' *Reimbursement Request* module shall be used to request payment from HSEMD and all support documents shall be uploaded to the request
 - SUBRECIPIENT can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures **to be paid within 30 days**.
 - **Reimbursement** requests must include support documentation of the eligible costs and payment verification (i.e. paid invoices, receipts, cancelled checks, general ledger print outs, etc.).
 - **Advance** requests must include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted/signed quotes, executed contracts, and other documents). Payment verification documents (same documents required for a Reimbursement request) for the Advance **must be submitted to HSEMD within 30 days after the advance funds are received**. No more than thirty (30) days shall elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to HSEMD immediately following the SUBRECIPIENT's pay out of the funds.
 - Documentation from SFM or the SUBRECIPIENT's local fire inspector showing proof of compliance prior to work being started
 - HSEMD reserves the right to request additional expenditure documentation from the SUBRECIPIENT to support the amount claimed for reimbursement
 - **Final** request for reimbursement must be submitted through EMGrants by December 31, 2025, or within 60 days of completing the approved scope of work, whichever comes first
 - v. Submit change requests for scope of work and/or budget revisions, time extensions, or subaward amount changes and receive approval prior to implementing the changes. All

changes must be requested and approved no later than 60 days prior to the end of the period of performance.

- vi. Meet reporting requirements -- Quarterly programmatic and financial reports are required on the progress relative to the approved scope of work and milestones as outlined in 2 C.F.R., Part 200, Subpart D, §§ 200.328-200.330. Subrecipients are required to complete the quarterly progress report forms that are provided by HSEMD and submit them by the due dates stated by HSEMD. **The reporting periods are January-March, April-June, July-September, and October-December. Due dates are January 10, April 10, July 10, and October 10. The first report is due following the end of the reporting period in which the subaward was awarded by HSEMD.**
 - vii. Have a single or program-specific audit conducted if SUBRECIPIENT spends more than \$750,000 in federal awards during its fiscal year, including SLFRF funds, for that year compliant with 2 CFR 200 Subpart F. This audit must cover the compliance of the SUBRECIPIENT with Federal statutes, regulations, and the terms and conditions of the federal subaward, as well as the fair presentation of the SUBRECIPIENT's financial statements, pursuant to the Uniform Guidance (2 CFR Part 200).
 - viii. Complete subaward closeout requirements -- The SUBRECIPIENT must prepare and submit by **December 31, 2025**, or within 60 days of the completion of the approved scope of work, whichever comes first, all required financial, performance and other reports as outlined in 2 C.F.R., Part 200 Subpart D, § 200.344 and § 200.345. The SUBRECIPIENT must liquidate all obligations incurred under the subaward by this date. The SUBRECIPIENT must dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer being used for subaward-related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEMD in accordance with 2 C.F.R., Part 200, Subpart D, § 200.346.
- f. Governing Law, Venue and Severability – The laws of Iowa shall govern the terms and conditions of this subaward. Any and all litigation in connection with this subaward shall be brought in Des Moines, Iowa, in the Polk County District Court for the State of Iowa, if jurisdiction is proper. If jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.
- g. Sovereign Immunity – The State of Iowa and HSEMD do not waive sovereign immunity by entering into a subaward agreement and specifically retain the defense of sovereign immunity and all defenses available under federal and state laws, rules, and regulations for any claim arising out of or related to the subaward.
- h. Indemnification - It is understood and agreed by SUBRECIPIENT:
- i. That these subaward terms and conditions are solely for the benefit of the parties to the subaward and gives no right to any other party. No joint venture or partnership may be formed as a result of these terms and conditions.
 - ii. The SUBRECIPIENT, on behalf of itself and its successors and assigns, agree to protect, save and hold harmless HSEMD, the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT. This likewise applies to the SUBRECIPIENT's authorized representative(s), its contractors, subcontractors, agents,

licensees, or other such person associated with the SUBRECIPIENT in connection with these terms and conditions.

- iii. The SUBRECIPIENT agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save or hold harmless.
- i. Waivers - No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, HSEMD's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.
- j. Amendments and Modifications - This AGREEMENT may be amended or modified in reference to the subaward funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEMD and the SUBRECIPIENT.

23. CERTIFICATION

Signature of the AGREEMENT certifies acceptance of the federal award through HSEMD and that all parties have read and understand the entirety of the subaward terms and conditions including all federal administrative requirements.

24. NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND SUBRECIPIENT

All written notices and communications to the SUBRECIPIENT by HSEMD shall be to:

**Theresa Greenfield
Business Manager
Belmond-Klemme Community School District
303 E. Main Street
Belmond, IA 50421**

All written communications to HSEMD by the SUBRECIPIENT and its authorized representative shall be to:

**Bonnie Rieder
Business Integrator
Iowa Department of Homeland Security and Emergency Management
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324**

25. ENTIRE SUBAWARD AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEMD and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEMD or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEMD and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Iowa Department of Homeland Security Belmond-Klemme Community School District:
and Emergency Management:**

John Benson
Director

Gary Berkland
Board President

Date

Date

Attachments: Exhibit A: Approved Scope of Work and Budget
Exhibit B: Pre-Award Risk Assessment

EXHIBIT A

APPROVED SCOPE OF WORK AND BUDGET

Applicant	Belmond-Klemme Community School District		Building Scope of Work, Milestones, Budget
Building Name	Building1	Jacobson Elementary	
Building Address	1004 7th Street NE, Belmond, IA 50421		

REQUIRED: From the dropdown list, please select the vulnerability assessment that was completed on this building:	
Assessment was performed by the State of Iowa (by Tetra Tech)	

SCOPE OF WORK	
Provide the scope of work for this building. School safety improvements are restricted to those identified in the vulnerability assessment for the building. Upload your assessment and any necessary letters from Law Enforcement with your completed application.	
Purchase and install advanced security camera system (VA Page 2)	

BUILDING BUDGET						
Notes: * Category of Minor Capital Improvements is from the vulnerability assessment. Select from dropdown list. * Cost Category is either "C" for Contract Services, "E" for Equipment (>= \$5,000 includes sales tax, installation, set up), "S" for Supplies, or "O" for Other. If "O" is selected, please ensure the Item Description has enough details for HSEMD to review for allowed capital expenditures.						
Item	Category of Minor Capital Improvements (REQUIRED SELECTION)	Cost Category REQUIRED	Items Description (First line below is an example and is not included in calculations, Item 0)	Quantity	Per Unit Cost*	Total
1	Electronic Security and Communications Systems	S	CCTV System	1	\$ 50,000	\$ 50,000
Entry Controls		\$	-	Categories		Contract Services
Electronic Security and Communications Systems		\$	50,000			Equipment
Barriers		\$	-			Supplies
Perimeter Security		\$	-			Other
Illumination		\$	-	Grand Total		\$ 50,000
Building Envelope		\$	-			OK
Minor Capital Improvements Total		\$	50,000			

Applicant Building Name Building Address	Belmond-Klemme Community School District		Building Scope of Work, Milestones, Budget
	Building2	Jr/Sr High Building	
	411 10th Ave NE, Belmond, IA 50421		

REQUIRED: From the dropdown list, please select the vulnerability assessment that was completed on this building:
Assessment was performed by the State of Iowa (by Tetra Tech)

SCOPE OF WORK
Provide the scope of work for this building. School safety improvements are restricted to those identified in the vulnerability assessment for the building. Upload your assessment and any necessary letters from Law Enforcement with your completed application.
Purchase and install advanced security camera system (VA Page 2)

BUILDING BUDGET						
Notes: * Category of Minor Capital Improvements is from the vulnerability assessment. Select from dropdown list. * Cost Category is either "C" for Contract Services, "E" for Equipment (>= \$5,000 includes sales tax, installation, set up), "S" for Supplies, or "O" for Other. If "O" is selected, please ensure the Item Description has enough details for HSEMD to review for allowed capital expenditures.						
Item	Category of Minor Capital Improvements (REQUIRED SELECTION)	Cost Category REQUIRED	Items Description (First line below is an example and is not included in calculations, Item 0)	Quantity	Per Unit Cost*	Total
1	Electronic Security and Communications Systems	S	CCTV System	1	\$ 50,000	\$ 50,000
Entry Controls		\$	-	Categories		Contract Services
Electronic Security and Communications Systems		\$	50,000			Equipment
Barriers		\$	-			Supplies
Perimeter Security		\$	-			Other
Illumination		\$	-	Grand Total		\$ 50,000
Building Envelope		\$	-			OK
Minor Capital Improvements Total		\$	50,000			

Applicant	Belmond-Klemme Community School District		Building Scope of Work, Milestones, Budget
Building Name	Building3	Alternative High School	
Building Address	303 E. Main Street, Belmond, IA 50421		

REQUIRED: From the dropdown list, please select the vulnerability assessment that was completed on this building:
Assessment was performed by the State of Iowa (by Tetra Tech)

SCOPE OF WORK
Provide the scope of work for this building. School safety improvements are restricted to those identified in the vulnerability assessment for the building. Upload your assessment and any necessary letters from Law Enforcement with your completed application.
Purchase and install advanced security camera system (VA page 2) Purchase and install entry access control (doors and locks) (VA page 2) Add sufficient lighting (VA Page 2)

BUILDING BUDGET						
Notes: * Category of Minor Capital Improvements is from the vulnerability assessment. Select from dropdown list. * Cost Category is either "C" for Contract Services, "E" for Equipment (>= \$5,000 includes sales tax, installation, set up), "S" for Supplies, or "O" for Other. If "O" is selected, please ensure the Item Description has enough details for HSEMD to review for allowed capital expenditures.						
Item	Category of Minor Capital Improvements (REQUIRED SELECTION)	Cost Category REQUIRED	Items Description (First line below is an example and is not included in calculations, Item 0)	Quantity	Per Unit Cost*	Total
1	Electronic Security and Communications Systems	S	CCTV System	1	\$ 20,000	\$ 20,000
2	Entry Controls	S	Door - Purchase and install secure interior doors and accessories	9	\$ 1,000	\$ 9,000
3	Entry Controls	S	Door - Purchase and install secure exterior doors and accessories	2	\$ 2,000	\$ 4,000
4	Illumination	S	Purchase and Install exterior lights	1	\$ 5,000	\$ 5,000
5	Entry Controls	S	Purchase and Install keyed entry system	1	\$ 12,000	\$ 12,000
Entry Controls		\$ 25,000	Categories	Contract Services	\$ -	
Electronic Security and Communications Systems		\$ 20,000		Equipment	\$ -	
Barriers		\$ -		Supplies	\$ 50,000	
Perimeter Security		\$ -		Other	\$ -	
Illumination		\$ 5,000	Grand Total		\$ 50,000	
Building Envelope		\$ -				OK
Minor Capital Improvements Total		\$ 50,000				

Applicant	Belmond-Klemme Community School District	Budget Summary
Grant Program	SLFRF School Safety Improvement Grant	

BUDGET SUMMARY													
Notes: * Category of Minor Capital Improvements is from the vulnerability assessment. * Cost Category is either "C" for Contract Services, "E" for Equipment (>= \$5,000 includes sales tax, installation, set up), "S" for Supplies, or "O" for Other. If "O" is selected, make sure the Item Description for the Building# is added to the Building# tab.													
Building Reference		Minor Capital Improvements							Cost Categories				
Ref #	Building Tab	Entry Controls	Electronic Security and Communications Systems	Barriers	Perimeter Security	Illumination	Building Envelope	TOTALS	Contract Services	Equipment	Supplies	Other	TOTALS
1	Building1	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
2	Building2	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
3	Building3	\$ 25,000	\$ 20,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
TOTALS		\$ 25,000	\$ 120,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000
													OK

EXHIBIT B

PRE-AWARD RISK ASSESSMENT



Iowa Department of Homeland Security and Emergency Management
Recovery Division
Subrecipient Pre-Award Risk Assessment

THIS FORM IS REQUIRED TO BE COMPLETED BY HSEMD

Applicant Information

Applicant: Belmond-Klemme Community School District

Website: [Belmond-Klemme CSD Policies](#)

Applicant UEI (12 Character alphanumeric number): J8B3PLTSFV76

Applicant Authorized Representative¹: Theresa Greenfield

Applicant Authorized Representative Phone: 641-444-7911 (Direct)

Applicant Authorized Representative Email: theresa.greenfield@bkcsd.org

HSEMD Recovery Division Assessment Completed by: Peter T. Eakley

Assessment Date: 31 October 2023

Total Risk Assessment Score: 12 of 15. **Risk Level*:** Low

NOTE TO SUBRECIPIENT: *If a written procurement policy is not in place at the time the pre-award risk assessment is conducted, the subrecipient will be placed at a "High" risk level. If a written procurement policy is in place but does not meet the minimum federal standards, the subrecipient should expect a "Medium" risk level or higher.*

Financial Stability points 4 (maximum of 4)

Yes/No

- ☐ ☒ Turnover in key staff in the past 12 months (i.e. city clerk, financial manager, superintendent, etc.)
(Y=-1 point, N=1 point)

Notes for HSEMD staff:

N/A

Yes/No

- ☐ ☒ Special investigations performed by the Iowa State Auditor in the past five (5) years.
(Y=-1 point, N=1 point)

Notes for HSEMD staff:

No special investigations

¹ 2 CFR §200.415 requires that fiscal reports (including subrecipient agreements, payment requests, etc.) be "signed by an official who is authorized to legally bind the non-Federal entity".

Yes/No

- ☒ ☐ For each Federal subaward, the applicant's accounting system has the ability to track revenues and expenditures separately from other expenditure and revenue sources. (Including applicant matching funds) (I.e. separate accounts/work orders for each approved project)² *Attach chart of accounts/work order listing with particular accounts/work orders noted.* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#200.302>

Notes for HSEMD staff:

Chart of Accounts provided

Yes/No

- ☒ ☐ For each Federal subaward, the applicant's accounting system has the ability to tie revenues and expenditures to approved subaward budget(s) and scope(s) of work. (Y=1 point, N=-1 point)

Notes for HSEMD staff:

Chart of Accounts provided. Policies 701.3, 701.4, 703.1, 704.1

Yes/No

- ☒ ☐ Establish and maintain effective internal control over the Federal subaward to provide assurance the entity is managing the award in compliance with Federal statutes, regulations and terms and conditions.³ *Attach associated procedures.* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.303>

Notes for HSEMD staff:

Policies 707.5, 707.5R1

² 2 CFR §200.302(3) requires that records must adequately identify the source and application of federally-funded activities.

³ Required per 2 CFR §200.303(a); Internal Controls

Quality Management Systems points 5 (maximum of 5)

Procurement Policies. *Attach procurement policies.*

Yes/No

- ☒ ☐ Includes documentation to ensure that contractor/vendor is not suspended or disbarred from federally-funded projects.⁴ (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.214>

Notes for HSEMD staff:

Policies 705.01R1, 705.01R2

Yes/No

- ☒ ☐ Includes procedure to document affirmative solicitation of small and minority businesses, and women's business enterprises.⁵ (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.321>

Notes for HSEMD staff:

Policies 705.1, 705.01R2

Yes/No

- ☒ ☐ Includes Contract Provisions for Non-Federal Entity Contracts under Federal Awards⁶
(Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

Notes for HSEMD staff:

Policy 705.01R2

⁴ Must include documentation of check of contractor/vendor on Excluded Parties List System (EPLS) (<https://www.sam.gov>) (2 CFR 200.214) (2 CFR part 180)

⁵ 2 CFR § 200.321; Listing available at <https://www.sam.gov>

⁶ 2 CFR §200 Appendix II

Yes/No

- ☒ ☐ Written standards of conduct covering conflicts of interest.⁷ *Attach associated standards.*
(Y=1 point, N= -1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.318>

Notes for HSEMD staff:

Policy 705.01R2

Yes/No

- N/A Procedures for accounting for the entirety of employee time by individual Federal subaward and other non-Federally funded work (Personnel Activity Reports or similar). *Attach employee time keeping procedures and examples of associated documentation.* (Y=1 point, N=-1 point)

Notes for HSEMD staff:

N/A

Yes/No

- ☒ ☐ Follow the prohibition on certain telecommunications and video surveillance services or equipment outlined in 2 CFR 200.216. (Y=1 point, N=-1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

Notes for HSEMD staff:

Policy 705.01R2

⁷ 2 CFR 200.318 (c)(1)(2)

Performance History points 1 (maximum of 4)

Yes/No

☒ ☐ New applicant (Y=-1 point, N=1 point)

Notes for HSEMD staff:

No prior subawards with HSEMD

Yes/No

☐ ☒ Applicant has an outstanding balance (pending resolution or outstanding refund) with HSEMD (Y=-1 point, N=1 point)

Notes for HSEMD staff:

No outstanding balance with HSEMD

Yes/No

☒ ☐ Applicant is not suspended or disbarred from federal awards.⁴ (Y=1 point, N=-1 point)

Notes for HSEMD staff:

SAM.gov check provided

Prior HSEMD Subawards (list only previous 4 programs)

(1 point for each grant in which all projects are completed and closed on or under budget)

Assistance Listing # (Sam.gov)	# of Projects	Total \$ Obligated	Total \$ Expended	# of Projects Completed and Closed	# of Quarterly Reports Completed	# of issues identified
N/A						

Prior Subaward Monitoring Actions by HSEMD (list only 5 most recent)

(-1 point for each identified issue)

Desk Review or Site Visit (Select One)	Date	Assistance Listing # (Sam.gov)	# of Projects Monitored	# of Issues Identified
N/A				

Prior Subaward Audit Findings

Review two (2) most recent audits of Federal Awards, and document findings on Federal awards.⁸

(-1 point for each audit finding on a Federal award)

Fiscal Year Audited	Assistance Listing # (Sam.gov)	Auditor Opinion (Qualified, Unqualified, Disclaimer, or Adverse) (Select One)	Finding Type(s) (Internal Control, Material Weakness, Significant Deficiency)	# of Findings	# of Findings Resolved
2021	84.425C, 84.425D, 84.425U	Unmodified	Internal Control/ Material Weakness	1	1
2022	84.425U	Unmodified	Internal Control/ Material Weakness	1	1
No points deducted.					

⁸ Audit information is available at: <https://facdissem.census.gov/> AND <https://www.auditor.iowa.gov/reports/audit-reports/>

Statutory and Regulatory Requirement Implementation points 2 (maximum of 2)

Yes/No

- ☒ ☐ Procedures for reporting all violations of Federal criminal law involving fraud, bribery, or gratuity violations possibly affecting Federal awards.⁹ *Attach associated policies* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-B/section-200.113>

Notes for HSEMD staff:

Policies 705.01R1, 707.5, 707.5R1

Yes/No

- ☒ ☐ Policies and procedures to safeguard personally identifiable information (i.e. Social Security numbers, dates of birth, medical information, etc.)¹⁰ *Attach associated policies* (Y=1 point, N=-1 point)

Notes for HSEMD staff:

Policies 401.5, 401.5R1, 708, 901

*Risk Level:

(Note: Attachments must be included in order for the points to be awarded)

<u>Points</u>	<u>Level</u>	<u>Actions</u>
<0-5	High	Site Monitoring Visit or Desk Review, regular site visit and administrative reviews by HSEMD staff.
6-10	Medium	Desk Review upon closeout of projects as needed; continued quarterly progress report monitoring and project closeout monitoring.
11-15	Low	Continued quarterly progress report monitoring and project closeout monitoring.

⁹ 2 CFR §200.113 requires that all non-Federal entities and applicants for a Federal award must disclose in a timely manner and in writing to the Federal awarding agency or pass-through entity any violations that may affect the Federal award.

¹⁰ 2 CFR §200.303(e)