

PW041211-16

Rapid City—Pennington County Emergency Management

315 St Joseph St, B-31, Rapid City, SD 57701
Office: 605-394-2185 Fax: 605-394-2180

RECEIVED

MAR 21 2011

RAPID CITY
PUBLIC WORKS

March 16, 2011

Robert Ellis
City of Rapid City Public Works

Dear Robert:

Congratulations! Your entity has been awarded the SHSP (State Homeland Security Program) grant you applied for..

<u>County</u>	<u>Grant Applicant</u>	<u>Project</u>	<u>Award Amount</u>	<u>Item #</u>
Pennington	RC Public Works	Handheld Digital Radios	\$8,776.00	2010-42

Requirements:

1. Please read the enclosed information regarding "recipient responsibilities" of Homeland Security Grant Awards.
2. **Sign and date the enclosed Award Agreement and return in the envelope provided** to show that you have accepted the grant and are planning to fulfill your project.
3. Projects are budgeted for 2011.
4. **Please complete your purchase/project by November 30, 2011.** Projects or purchases not completed by this time are subject to forfeiture of grant funds. Any funds remaining upon completion of the original intent of this project will revert to the grantor.
5. If an item is transferred or sold and is not fully depreciated you need to contact the State Homeland Security office. (605) 773-3450.

Submit all* of the following when the project is complete:

- ☐ Original invoice for payment (no fax or e-mail copies accepted)
- ☐ Completed/Signed invoice submittal form *(included in this packet)* Please include Item # from above when submitting.
- ☐ Completed/Signed CD-511 from the vendor *(included in this packet, make copies if more than one vendor is used)*
- ☐ Equipment Transfer Letter signed by your agency *(included in this packet)* Please list any available serial numbers

Add these steps... if your project exceeds \$25,000, competitive bidding is required.

- ☐ Copy of your bid specifications
- ☐ Proof of bid publication (notarized copy from newspaper and copy of legal notice)
- ☐ Spreadsheet of all bidders and bid amounts
- ☐ Copy of your award notification to successful bidder

Submit your invoices in as soon as your project is completed to ensure prompt payment to your vendor.

***Note: Invoices will not be paid by Pennington County unless all the information has been submitted.**

Sincerely,

Anthony Carbajal
Emergency Management Director
anthonyrc@co.pennington.sd.us

Alexa White
Emergency Management Asst. Coordinator
alexaw@co.pennington.sd.us



Region 1 Homeland Security Grant Equipment Recipient Responsibilities

The receiving agency shall agree to the terms and conditions set forth below upon transfer of equipment. Please keep this on file for reference.

1. NIMS Compliant-All recipients of Homeland Security grant funds must be NIMS compliant, i.e., follow the National Incident Management System standards.
2. The Recipient will retain title of any equipment purchased with HLS funding, safeguarding all such property, and assure that it is used solely for authorized purposes. All equipment valued at \$5,000 or above is subject to monitoring and auditing by the State. This equipment will be inventoried according to the local capitol asset policy; if no local policy exists, the State capital asset policy will be followed. Equipment can be transferred to another agency or disposed of only with the written permission of the Office of Homeland Security and documented on the HLS Equipment Transfer Form or an equivalent form approved by the State.
3. The Recipient is responsible for providing proper training and technical support to those that are assigned to use any equipment purchased through this program.
4. The Recipient agrees that these funds will be used to supplement existing grant funds for program activities and not to replace those funds which have been appropriated for the same purpose. Supplanting is not allowed under this grant.
5. The Recipient agrees that when grant funds are used to harden/secure a critical infrastructure, he or she will coordinate an ACAMS security assessment of the critical infrastructure that is receiving the security enhancements.
6. Access to records. The Recipient agrees to provide the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally acceptable accounting principles.
7. Recipient agrees to provide all necessary installation costs, insurance, maintenance, calibration, repair, and replacement of parts for the equipment received.
8. The Receiving Entity agrees to hold harmless and indemnify the Transferring Agency, its officers, agents, and employees, from and against all actions, suits damages, liability, or other proceedings, which may arise as a result of performing services hereunder or utilizing equipment provided under this program.
9. The Receiving Entity agrees to provide all necessary equipment and expertise without costs to the counties and government subdivisions of the State of South Dakota in the event of a terrorist/WMD incident or suspected incident if requested.
10. Recipient agrees to maintain all records and other information relevant to this grant agreement for a period of three (3) years after final payment is made. If an audit, litigation or other action involving the records is started before the end of the three year period, the records will be retained until all issues arising out of the action are resolved.
11. Recipient must comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, and terms and conditions of the award as described in the FY 2010 Homeland Security Grant Program (see <http://www.fema.gov/government/grant/hsgp>). A non-exclusive list of regulations commonly applicable to DHS grants are listed below.

Upon the transfer of the equipment to the Recipient, the Transferring Entity is no longer bound by the above terms and conditions as they may relate to the items of equipment so transferred.

Homeland Security FY 2010 Award Agreement

County	Pennington
Grant Applicant	Robert Ellis
Applicant Entity	RC Public Works
Project	Handheld Digital Radios
Grant Award Amount	\$8776.00
Bid Required	No
CFDA #	97.067

Requirements:

1. Please sign and date **Award Agreement** and return to our office as soon as possible. This shows that you have accepted the grant and are planning to fulfill your project.
2. Projects are budgeted to be spent in 2011. Please DO NOT complete your approved projects or submit invoices until 2011.
3. **Please complete your purchase/project by November 30, 2011.** Projects or purchases not completed by this time are subject to forfeiture of grant funds. Any funds remaining upon completion of the original intent of this project will revert to the grantor.
4. If an item is transferred or sold and is not fully depreciated you need to contact the State Homeland Security office at (605) 773-3450.

Please contact Anthony Carbajal or Alexa White at (605) 394-2185 if you have any questions.

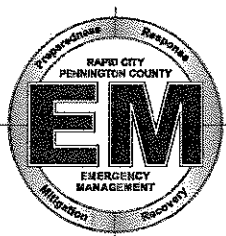
Signature of Receiving Entity:

(Signature)

(Print Name)

(Title)

(Date)



Rapid City—Pennington County Emergency Management
315 St Joseph, Ste. B-31
Rapid City, SD 57701

FY 2010 Region 1 Homeland Security Invoice Submittal Form

Jurisdiction: _____ Category: ☐ Equipment ☐ PTE ☐ Reg. Response

Please remit payment to: Vendor/Organization Name: _____

Payment Address: _____ City _____ State _____ Zip _____

The equipment or services listed below have been received.

Item Number From BDW	Vendor	Invoice #	Invoice Amount	Reimbursement Amount Requested	Description
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
CFDA# 97.067			Total	\$	

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Signature: _____ Date: _____

A separate form must be submitted for multiple grant years. Please attach all required documentation and mail to:

Pennington County Emergency Management
315 St. Joseph St, Ste. B-31, Rapid City, SD 57701

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

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 on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)" and "Governmentwide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined at 15 CFR Part 26, Sections 26.105 and 26.110 -

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. DRUG-FREE WORKPLACE REQUIREMENTS Alternate 1. Grantees Other Than Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR Part 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 -

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's

workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; 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 ten 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 the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. 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 shall 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.

Alternate II. Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 -

(A) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(B) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE



Region 1 Homeland Security Equipment Transfer Agreement Form

The following equipment purchased with federal funds under the FY 2010 Homeland Security Grant Program:

Transferring Entity	Receiving Entity
Pennington County	

A. Transferring Entity agrees to the following conditions:

1. Purchase the identified equipment and transfer of said equipment to the Receiving Entity.
2. The identified items that the Receiving Entity will receive are as follows.

Description of Item	Serial No.	Fair Market Value
		\$
		\$
		\$
		\$

B. Receiving Entity agrees to the following conditions:

1. Provide all necessary installation costs, insurance, maintenance, calibration, repair, and replacement of parts for the equipment received.
2. Will be responsible for providing all proper training and technical support to those assigned to use the equipment provided through this program.
3. The Receiving Entity agrees to hold harmless and indemnify the Transferring Agency, its officers, agents, and employees, from and against all actions, suits damages, liability, or other proceedings, which may arise as a result of performing services hereunder or utilizing equipment provided under this program.
4. The Receiving Entity agrees to provide all necessary equipment and expertise without costs to the counties and government subdivisions of the State of South Dakota in the event of a terrorist/WMD incident or suspected incident if requested.

C. Amendment Provisions:

This document contains the entire agreement between the parties and is subject to and will be construed under the State of South Dakota, and may only be amended in writing, signed by both parties.

In Witness, hereto the parties signify their agreement by affixing their signatures.

Transferring Entity Emergency Manager Signature

Printed Name

Date

Transferring Entity Commissioner Chair

Printed Name

Date

Receiving Entity Emergency Manager Signature

Printed Name

Date

Receiving Entity Auditor

Printed Name

Date