

**OFFICE OF THE COUNTY ADMINISTRATOR**

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August 20, 2020

TO: Mahesh Sharma, County Administrator

FROM: David Farmer, CPA, MPA Director of Budget and Administrative Services

RE: Non-Congregate Care Sheltering Amendments

Scott County administratively entered into COVID FEMA Public Assistance agreement to provide funding for Humility Homes, The Salvation Army, and Family Resources in March 2020. The funding included Federal, 75% of project costs, and State, pass through funding, 10% of project costs, while the 15% costs was paid by the local entities. The funding was used to pay for the non-congregate sheltering within Scott County for high-risk groups individuals who may be at risk of passing the COVID-19 Virus to others through a lack of social distancing.

With the State of Iowa's creation of the Local Government Relief Fund, the state's portion of funding is transitioning from 10% of costs to 25% percent of costs, relieving the local entity of the 15% match. Scott County provides the state and federal funding upfront and is reimbursed after project approval by FEMA. Any expenditures not approved at FEMA will be recouped by the County's General Fund or from the Not-For Profit Partner.

Scott County is responsible, as the local government grantor, for FEMA contract compliance, monitors weekly participation levels, and audits any claimed expenditures. Additionally 30-day monthly approvals by Iowa Homeland Security and FEMA are required to be filed and approved.

Our recommendation is to approve the amended agreements for the 100% state and federal pass through funding, and apply the funds to the FEMA public assistance program.

CC: Lori Elam, Director of Community Services

Grant Agreement between Scott County and Humility Homes and Services  
Scott County Grant FEMA-4483-DR-IA; PA ID 163-99163-00;  
Request for Non-Congregate Sheltering

The Parties to this agreement are Scott County Government (henceforth “Scott County”) and Humility Homes and Services (henceforth known as Local Shelter).

The conditions of this agreement are set forth below:

**1. The Purpose of the Project**

The purpose of the project is to provide non-congregate shelter care, food and security for homeless individuals and at risk individuals in Scott County during the Covid-19 pandemic starting March 20, 2020. The non-congregate shelter care provides a temporary, safe place for the individuals to reside, reduces the chances of developing Covid-19 symptoms through self-isolation, and dramatically reduces the chances of spreading the virus to others in the community. It allows individuals under the care of Local Shelter to follow the CDC’s social distancing recommendations.

**2. Amount & Time Periods**

Scott County hereby agrees to provide reimbursement funds in the amount of 85% of eligible non-congregate to the Local Shelter to carry out the non-congregate care as described in the Project Proposal.

Funds granted are available for program expenditures as shown in the Housing Summary Financial Analysis dated 4/17/2020, Attachment A.

The effective period for the grant is from March 20, 2020 through to May 18, 2020. The contract may be extended in a 30 day periods at the approval of Federal Emergency Management Agency and Scott County.

Any expenditure incurred before or after the effective period of the grant is not allowable.

**3. Obligations and Disbursements**

Food must be delivered to the hotels, for the individuals under shelter care as a common meal site would violate the CDC recommendations of social distancing. The individuals must also not leave the hotels to socialize as that too, defeats the social distancing rules and need for self-isolation.

Additional security is needed as there are multiple hotel sites being used for the non-congregate shelter care. The additional security is needed to maintain safety at all hotels and to ensure social distancing recommendations are followed.

Laundry services are needed as the hotels sites do not have such service and it is vital to have individuals remain in their hotel rooms as much as possible to reduce possible Covid-19 exposure in the community.

Additional mileage costs will be incurred as staff need to go to the hotel sites daily to check in with the individuals and provide services.

All other eligible expenditures will be reviewed and approved by Scott County for submission to Iowa Homeland Security.

Disbursements will be provided following the submission and approval of the monthly Financial Report and receipts.

Disbursements will only be made once this agreement is signed.

#### **4. Financial Record Keeping**

All financial reports and statements are to be prepared in accordance with generally accepted cash accounting principles.

All original receipts, paid bills and financial records substantiating grant expenditures must be submitted with the Financial Report. The County will retain copies of all receipts for their records.

#### **5. Financial Reporting Requirements**

A monthly financial report from the Local Shelter will be provided to Scott County by the 15th day of the next month for the previous month's expenditure, following the specified format. Reimbursements will be reviewed and submitted for payment which may take 14-30 days.

A financial report will be submitted by each Local Shelter at the end of the project.

#### **6. Program Reporting Requirements**

Each Local Shelter will submit the number of individuals served (non-congregate shelterees):

- By age groups: 0-2 yrs; 3-6 yrs; 7-12 yrs; 13-17 yrs; 18-21 yrs; 22-65 yrs; and 66+ yrs
- With disabilities or access and functional needs
- Referred to State or Non-Governmental Organization programs for assistance
- Number of household pets, assistance and service animals sheltered and type of shelter
- Length of stay per household unit
- Number of meals and other services provided

#### **7. Auditing**

Subject to local accounting requirements, the Local Shelter will retain all documentation relevant to an audit for ten years after the final financial settlement of the project. These may include:

- expense ledgers related to the project
- all invoices and receipts for expenses
- all bank statements, showing receipt of funds from the County and disbursement on project activities
- all original staff contracts, monthly payroll and timesheets

#### **8. Obligations and Modification**

The Local Shelter agrees to spend the funds granted by Scott County, in accordance with the agreed budget and program of activities. Any modifications to the agreed budget or to the agreed program of activities must have written authorization by Scott County.

Funds disbursed, but not expended, will revert back to Scott County upon completion of the grant period or termination of the agreement.

## **9. Termination**

In the event of termination, the County reserves the right to take such action as may be necessary to recover any obligated funds or unauthorised expenditures.

The County reserves the right to terminate the contract for cause or convenience. Costs incurred will be reimbursed up until the said termination date.

## **10. Liability**

Scott County does not assume liability for any claims for damages arising out of this grant.

## **11. Attachments**

All attachments to the Grant agreement are hereby incorporated as part of the Agreement.  
Attachment A – Budget

## **12. Acknowledgements**

Scott County and the Local Shelter acknowledge the funding is 75% federal funds Public Assistance Funding and 10% state of Iowa funds public assistance fund and 15% local funds. The federal funding is Public Assistance- CFDA 97.036.

## **13. Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Scott County, Iowa and understands and agrees that the Local Shelter will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Scott County, Iowa and understands and agrees that the Local Shelter will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **14. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Scott County and Local Shelter. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Scott County and Local Shelter, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **15. Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient, who in turn will, forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
The undersigned certifies, 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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

## 16. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 17. Access to Records

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Scott County Iowa, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent

to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Scott County, Iowa and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**18. DHS SEAL, LOGO, and FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**19. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**20. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**21. Program Fraud, and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

**Humility Homes and Services Representative:** \_\_\_\_\_

**Scott County Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

AMENDMENT  
Grant Agreement between Scott County and Humility Homes and Services  
Scott County Grant FEMA-4483-DR-IA; PA ID 163-99163-00;  
Request for Non-Congregate Sheltering

The Parties to this amended agreement are Scott County Government (henceforth “Scott County”) and Humility Homes and Services (henceforth known as Local Shelter).

The conditions of this amended agreement are set forth below:

**1. Amount & Time Periods**

Scott County hereby agrees to provide reimbursement funds in the amount of 100% of eligible non-congregate to the Local Shelter to carry out the non-congregate care as described in the Project Proposal.

The effective period for the grant is from March 20, 2020 through to May 18, 2020. The contract was extended in a 30 day periods at the approval of Federal Emergency Management Agency and Scott County a total of 4 times. Additional extensions will be submitted in 30-day increments. Future reimbursements will be 100% of eligible non-congregate care.

Any expenditure incurred before or after the effective period of the grant is not allowable.

**2. Acknowledgements**

Scott County and the Local Shelter acknowledge the funding is 75% federal funds Public Assistance Funding and 25% state of Iowa funds public assistance fund.  
The federal funding is Public Assistance- CFDA 97.036.

**Signature of Humility Homes and Services Representative:** \_\_\_\_\_

**Signature of Scott County Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Grant Agreement between Scott County and Family Resources  
Scott County Grant FEMA-4483-DR-IA; PA ID 163-99163-00;  
Request for Non-Congregate Sheltering

The Parties to this agreement are Scott County Government (henceforth “Scott County”) and Family Resources (henceforth known as Local Shelter).

The conditions of this agreement are set forth below:

**1. The Purpose of the Project**

The purpose of the project is to provide non-congregate shelter care, food and security for homeless individuals, at-risk individuals and families, and survivors of violent crimes in Scott County during the Covid-19 pandemic starting March 20, 2020. The non-congregate shelter care provides a temporary, safe place for the individuals to reside, reduces the chances of developing Covid-19 symptoms through self-isolation, and dramatically reduces the chances of spreading the virus to others in the community. It allows individuals, under the care of the Local Shelter, to follow the CDC’s social distancing recommendations.

**2. Amount & Time Periods**

Scott County hereby agrees to provide reimbursement funds in the amount of 85% of eligible non-congregate to the Local Shelter to carry out the non-congregate care as described in the Project Proposal.

Funds granted are available for program expenditures as shown in the Housing Summary Financial Analysis dated 4/17/2020, Attachment A.

The effective period for the grant is from March 20, 2020 through to May 18, 2020. The contract may be extended in a 30 day periods at the approval of Federal Emergency Management Agency and Scott County.

Any expenditure incurred before or after the effective period of the grant is not allowable.

**3. Obligations and Disbursements**

Food must be delivered to the hotels, for the individuals under shelter care as a common meal site would violate the CDC recommendations of social distancing. The individuals must also not leave the hotels to socialize as that too, defeats the social distancing rules and need for self-isolation.

Laundry services are needed as the hotels sites do not have such service and it is vital to have individuals remain in their hotel rooms as much as possible to reduce possible Covid-19 exposure in the community.

Additional mileage costs will be incurred as staff need to go to the hotel sites daily to check in with the survivors and provide services.

All other eligible expenditures will be reviewed and approved by Scott County for submission to Iowa Homeland Security.

Disbursements will be provided following the submission and approval of the monthly Financial Report and receipts.

Disbursements will only be made once this agreement is signed.

#### **4. Financial Record Keeping**

All financial reports and statements are to be prepared in accordance with generally accepted cash accounting principles.

All original receipts, paid bills and financial records substantiating grant expenditures must be submitted with the Financial Report. The County will retain copies of all receipts for their records.

#### **5. Financial Reporting Requirements**

A monthly financial report from the Local Shelter will be provided to Scott County by the 15th day of the next month for the previous month's expenditure, following the specified format. Reimbursements will be reviewed and submitted for payment which may take 14-30 days.

A financial report will be submitted by each Local Shelter at the end of the project.

#### **6. Program Reporting Requirements**

Each Local Shelter will submit the number of individuals served (non-congregate shelterees):

- By age groups: 0-2 yrs; 3-6 yrs; 7-12 yrs; 13-17 yrs; 18-21 yrs; 22-65 yrs; and 66+ yrs
- With disabilities or access and functional needs
- Referred to State or Non-Governmental Organization programs for assistance
- Number of household pets, assistance and service animals sheltered and type of shelter
- Length of stay per household unit
- Number of meals and other services provided

#### **7. Auditing**

Subject to local accounting requirements, the Local Shelter will retain all documentation relevant to an audit for ten years after the final financial settlement of the project. These may include:

- expense ledgers related to the project
- all invoices and receipts for expenses
- all bank statements, showing receipt of funds from the County and disbursement on project activities
- all original staff contracts, monthly payroll and timesheets

#### **8. Obligations and Modification**

The Local Shelter agrees to spend the funds granted by Scott County, in accordance with the agreed budget and program of activities. Any modifications to the agreed budget or to the agreed program of activities must have written authorization by Scott County.

Funds disbursed but not expended will revert back to Scott County upon completion of the grant period or termination of the agreement.

#### **9. Termination**

In the event of termination, the County reserves the right to take such action as may be necessary to recover any obligated funds or unauthorised expenditures. The County reserves

the right to terminate the contract for cause or convenience. Costs incurred will be reimbursed up until the said termination date.

#### **10. Liability**

Scott County does not assume liability for any claims for damages arising out of this grant.

#### **11. Attachments**

All attachments to the Grant agreement are hereby incorporated as part of the Agreement.  
Attachment A – Budget

#### **12. Acknowledgements**

Scott County and the Local Shelter acknowledge the funding is 75% federal funds Public Assistance Funding and 10% state of Iowa funds public assistance fund and 15% local funds. The federal funding is Public Assistance- CFDA 97.036.

#### **13. Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Scott County, Iowa and understands and agrees that the Local Shelter will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Scott County, Iowa and understands and agrees that the Local Shelter will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **14. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Scott County and Local Shelter. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Scott County and Local Shelter, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **15. Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient, who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

#### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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.

The Contractor, Family Resources, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:



Name and Title of Contractor's Authorized Official: President and CEO \_\_\_\_\_

Date: 5/7/20 \_\_\_\_\_

## 16. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 17. Access to Records

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide Scott County Iowa, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Scott County, Iowa and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 18. DHS SEAL, LOGO, and FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**19. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**20. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**21. Program Fraud, and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

**Family Resources Representative:**  \_\_\_\_\_

**Scott County Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

AMENDMENT

Grant Agreement between Scott County and Family Resources  
Scott County Grant FEMA-4483-DR-IA; PA ID 163-99163-00;  
Request for Non-Congregate Sheltering

The Parties to this amended agreement are Scott County Government (henceforth “Scott County”) and Family Resources (henceforth known as Local Shelter).

The conditions of this amended agreement are set forth below:

**1. Amount & Time Periods**

Scott County hereby agrees to provide reimbursement funds in the amount of 100% of eligible non-congregate to the Local Shelter to carry out the non-congregate care as described in the Project Proposal.

The initial effective period for the grant was from March 20, 2020 through May 18, 2020. The contract was extended in a 30 day periods at the approval of Federal Emergency Management Agency and Scott County a total of 4 times. Additional extensions will be submitted in 30-day increments. Future reimbursements will be 100% of eligible non-congregate care.

Any expenditure incurred before or after the effective period of the grant is not allowable.

**2. Acknowledgements**

Scott County and the Local Shelter acknowledge the funding is 75% federal funds Public Assistance Funding and 25% state of Iowa funds public assistance funds. The federal funding is Public Assistance- CFDA 97.036.

**Signature of Family Resources Representative:** \_\_\_\_\_

**Signature of Scott County Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Grant Agreement between Scott County and Salvation Army  
Scott County Grant FEMA-4483-DR-IA; PA ID 163-99163-00;  
Request for Non-Congregate Sheltering

The Parties to this agreement are Scott County Government (henceforth “Scott County”) and Salvation Army (henceforth known as Local Shelter).

The conditions of this agreement are set forth below:

**1. The Purpose of the Project**

The purpose of the project is to provide non-congregate shelter care, food and security for homeless individuals, children and families as well as at-risk individuals, in Scott County during the Covid-19 pandemic starting March 20, 2020. The non-congregate shelter care provides a temporary, safe place for the individuals to reside, reduces the chances of developing Covid-19 symptoms through self-isolation, and dramatically reduces the chances of spreading the virus to others in the community. It also allows individuals under the care of Local Shelter to follow the CDC’s social distancing recommendations while waiting for test results.

**2. Amount & Time Periods**

Scott County hereby agrees to provide reimbursement funds in the amount of 85% of eligible non-congregate to the Local Shelter to carry out the non-congregate care as described in the Project Proposal.

Funds granted are available for program expenditures as shown in the Housing Summary Financial Analysis dated 4/17/2020, Attachment A.

The effective period for the grant is from March 20, 2020 through to May 18, 2020. The contract may be extended in a 30 day periods at the approval of Federal Emergency Management Agency and Scott County.

Any expenditure incurred before or after the effective period of the grant is not allowable.

**3. Obligations and Disbursements**

Food must be delivered to the hotels, for the individuals under shelter care as a common meal site violates the CDC recommendations of social distancing. The individuals must also not leave the hotels to socialize as that too, defeats the social distancing rules and need for self-isolation.

Additional mileage costs will be incurred as staff need to go to the hotel sites daily to check in with the individuals and provide services.

All other eligible expenditures will be reviewed and approved by Scott County for submission to Iowa Homeland Security.

Disbursements will be provided following the submission and approval of the monthly Financial Report and receipts.

Disbursements will only be made once this agreement is signed.



#### **4. Financial Record Keeping**

All financial reports and statements are to be prepared in accordance with generally accepted cash accounting principles.

All original receipts, paid bills and financial records substantiating grant expenditures must be submitted with the Financial Report. The County will retain copies of all receipts for their records.

#### **5. Financial Reporting Requirements**

A monthly financial report from the Local Shelter will be provided to Scott County by the 15th day of the next month for the previous month's expenditure, following the specified format. Reimbursements will be reviewed and submitted for payment which may take 14-30 days.

A financial report will be submitted by each Local Shelter at the end of the project.

#### **6. Program Reporting Requirements**

Each Local Shelter will submit the number of individuals served (non-congregate shelterees):  
By age groups: 0-2 yrs; 3-6 yrs; 7-12 yrs; 13-17 yrs; 18-21 yrs; 22-65 yrs; and 66+ yrs  
With disabilities or access and functional needs  
Referred to State or Non-Governmental Organization programs for assistance  
Number of household pets, assistance and service animals sheltered and type of shelter  
Length of stay per household unit  
Number of meals and other services provided

#### **7. Auditing**

Subject to local accounting requirements, the Local Shelter will retain all documentation relevant to an audit for ten years after the final financial settlement of the project. These may include:

- expense ledgers related to the project
- all invoices and receipts for expenses
- all bank statements, showing receipt of funds from the County and disbursement on project activities
- all original staff contracts, monthly payroll and timesheets

#### **8. Obligations and Modification**

The Local Shelter agrees to spend the funds granted by Scott County, in accordance with the agreed budget and program of activities. Any modifications to the agreed budget or to the agreed program of activities must have written authorization by Scott County.

Funds disbursed but not expended will revert back to Scott County upon completion of the grant period or termination of the agreement.

## **9. Termination**

In the event of termination, the County reserves the right to take such action as may be necessary to recover any obligated funds or unauthorised expenditures.

The County reserves the right to terminate the contract for cause or convenience. Costs incurred will be reimbursed up until the said termination date.

## **10. Liability**

Scott County does not assume liability for any claims for damages arising out of this grant.

## **11. Attachments**

All attachments to the Grant agreement are hereby incorporated as part of the Agreement.  
Attachment A – Budget

## **12. Acknowledgements**

Scott County and the Local Shelter acknowledge the funding is 75% federal funds Public Assistance Funding and 10% state of Iowa funds public assistance fund and 15% local funds. The federal funding is Public Assistance- CFDA 97.036.

## **13. Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Scott County, Iowa and understands and agrees that the Local Shelter will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Scott County, Iowa and understands and agrees that the Local Shelter will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **14. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Scott County and Local Shelter. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Scott County and Local Shelter, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **15. Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient, who in turn will, forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
The undersigned certifies, 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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

## 16. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 17. Access to Records

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Scott County Iowa, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Scott County, Iowa and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**18. DHS SEAL, LOGO, and FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**19. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

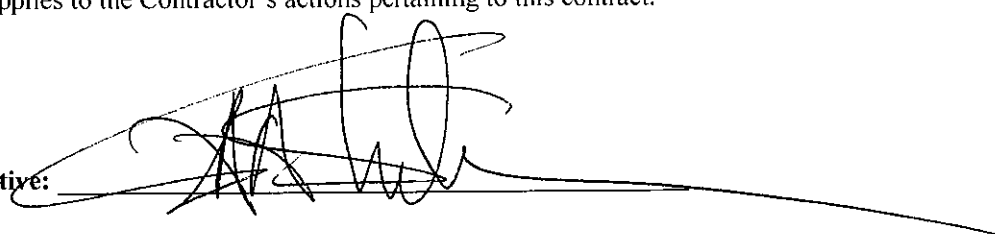
**20. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**21. Program Fraud, and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Salvation Army Representative: \_\_\_\_\_



Scott County Representative: \_\_\_\_\_

Date: \_\_\_\_\_

AMENDMENT  
Grant Agreement between Scott County and Salvation Army  
Scott County Grant FEMA-4483-DR-IA; PA ID 163-99163-00;  
Request for Non-Congregate Sheltering

The Parties to this amended agreement are Scott County Government (henceforth “Scott County”) and Salvation Army (henceforth known as Local Shelter).

The conditions of this amended agreement are set forth below:

**1. Amount & Time Periods**

Scott County hereby agrees to provide reimbursement funds in the amount of 100% of eligible non-congregate to the Local Shelter to carry out the non-congregate care as described in the Project Proposal.

The initial effective period for the grant was from March 20, 2020 through to May 18, 2020. The contract was extended in a 30 day periods at the approval of Federal Emergency Management Agency and Scott County a total of 4 times. Additional extensions will be submitted in 30-day increments. Future reimbursements will be 100% of eligible non-congregate care.

Any expenditure incurred before or after the effective period of the grant is not allowable.

**2. Acknowledgements**

Scott County and the Local Shelter acknowledge the funding is 75% federal funds Public Assistance Funding and 25% state of Iowa funds public assistance fund. The federal funding is Public Assistance- CFDA 97.036.

**Signature of Salvation Army Representative:** \_\_\_\_\_

**Signature of Scott County Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

SEPTEMBER 3, 2020

#### APPROVING CONTRACT AMENDMENTS FOR NON-CONGREGATE SHELTERING

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

Section 1. Scott County is in support of Non-Congregate Sheltering with Scott County, Iowa entered into FEMA Public Assistance pass through funding for The Salvation Army; Family Resources, Inc.; and Humility Homes and Services, Inc.

Section 2. The State of Iowa increased the state share of reimbursable expenditures from 10% to 25% for FEMA public assistance funds. The additional percentage of expenditures will be reimbursed at the 25% rate.

Section 3. The Community Services Director is authorized to sign the contract amendment.

Section 4. This resolution shall take effect immediately.