TENTATIVE AGENDA SCOTT COUNTY BOARD OF SUPERVISORS

February 14 - 18, 2022

Tuesday, February 15, 2022

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

The public may join this meeting in person OR by phone/computer/app by using the information below. Contact 563-326-8702 with any questions.

TO JOIN BY PHONE 1-408-418-9388 ACCESS CODE: 2494 784 8161 PASS CODE: 1234

OR you may join via Webex. Go to **www.webex.com** and JOIN meeting using the same Access Code and Pass Code above.

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	Se	e the Webex Instructions in packet for a direct link to the meeting.			
	1.	Roll Call: Knobbe, Maxwell, Beck, Croken, Kinzer			
	2.	Public Comment as an Attendee. By Phone: *3 to raise/lower hand, *6 to unmute (host must unmute you first)			
		By Computer: Bottom right of screen, you will find Participants and Chat, in this area you will find the hand icon, use the hand icon to raise and lower your hand.			
Facilities	8 &	Economic Development			
	3.	S. Setting of public hearing on March 3, 2022 at 5:00 PM for Vacation and Sale of a Parcel of Road Right-of-Way.			
	4.	Final Plat approval of a Minor Subdivision known as Winter's Hollow Addition located in the NE¼ of the NE¼ of Section 36, in Winfield Township.			
Human F	Res	ources			
	5.	Request unpaid leave of absence for Sheriff's employee. (Consent Agenda Consideration)			
	6.	Staff appointment. (Consent Agenda Consideration)			
	7.	Proposed Department Table of Organization Updates for Juvenile Detention. (Consent Agenda Consideration)			

	Contracting of services with HHSI, Inc., and the Salvation Army to provide Housing Support within Scott County using the American Rescue Plan Act and the Coronavirus State and Local Fiscal Recovery Funds.
	Purchase of Hewlett-Packard Storage Area Network upgrade and professional installation services. (Consent Agenda Consideration)
10.	Purchase of election equipment from ES&S. (Consent Agenda Consideration)
	Setting of public hearing for Thursday, March 17, 2022 at 5:00PM for an amendment to the County's current FY22 budget.
	Public Hearing for FY23 maximum proposed tax levy. (Thursday, February 17, 2022 at the 5:00PM during the Board Meeting).
	Setting of the public hearing for Thursday, March 17, 2022 at 5:00PM on the FY23 Annual Budget and five year Capital Improvement Plan.
Other Items	of Interest

Thursday, February 17, 2022

Finance & Intergovernmental

Regular Board Meeting - 5:00 pm Board Room, 1st Floor, Administrative Center AND WEBEX/VIRTUAL OPTION

____ 14. Adjourned. Moved by ____ Seconded by ____

The public may join this meeting in person OR by phone/computer/app by using the information below. Contact 563-326-8702 with any questions.

TO JOIN BY PHONE 1-408-418-9388 ACCESS CODE: 2498 4616925 PASS CODE: 1234

OR you may join via Webex. Go to **www.webex.com** and JOIN meeting using the same Access Code and Pass Code above.

See the Webex Instructions in packet for a direct link to the meeting.

1. Public Hearing Relative to FY23 Maximum Proposed Tax Levy

Instructions for Unmuting Phone Line during Board Meeting teleconference

To gain the moderator's attention, *press* *3 *from your phone OR the raise hand icon* on computer or mobile device (for location of raise hand icon, see below). Phone lines will be placed on mute during the meeting. Participants may unmute their line using the mute icon or *6 on their phone after being recognized by the Chair.

Meeting # 2494 784 8161

Password #1234

Connect via Computer or application:

Host: _www.webex.com_ Meeting number: above Password: 1234

Or use direct link to meeting:

https://scottcountyiowa.webex.com/scottcountyiowa/onstage/g.php?MTID=e1addf8055fe45d16fe736b8f571c8977

_Connect via telephone: 1-408-418-9388 Meeting number: above Password: 1234

Telephone / Cell Phones Connections:

Telephones lines will be placed on mute during the meeting. Participants may "raise their hand" by using *3 to gain attention of the host.

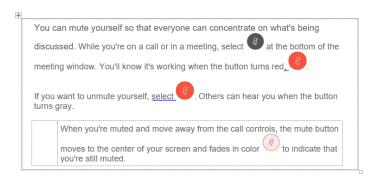
When called upon for comments by the Board,

- 1. The host will then unmute the participant's line at the appropriate time.
- 2. A user must have his or her own device unmuted.
- 3. The user may then unmute his or her conference line by keying * 6
- 4. After conversation, please lower your hand. (*3 again)

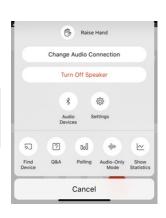
Computer / Application Connections:

If connected via web application or computer, the user should look for the and click to appear raised so the host may acknowledge you.

- 1. The host will then unmute the participant's line at the appropriate time.
- 2. A user must have his or her own device unmuted.
- 3. The user may then unmute his or her conference line by clicking the microphone symbol.
- 4. After conversation, please lower your hand. (*3 again)



To find the *raise hand icon*, you may need to click on ...



SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail Eldridge, Iowa 52748

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



TARA YOUNGERS
Senior Administrative Assistant

ANGELA K. KERSTEN, P.E. County Engineer

ELLIOTT R. PENNOCK, E.I.T. Assistant County Engineer

MEMO

TO: Mahesh Sharma

County Administrator

FROM: Angie Kersten, P.E.

County Engineer

SUBJECT: Set Public Hearing Date for Vacation and Sale of a Parcel of Road Right-of-Way

DATE: February 7, 2022

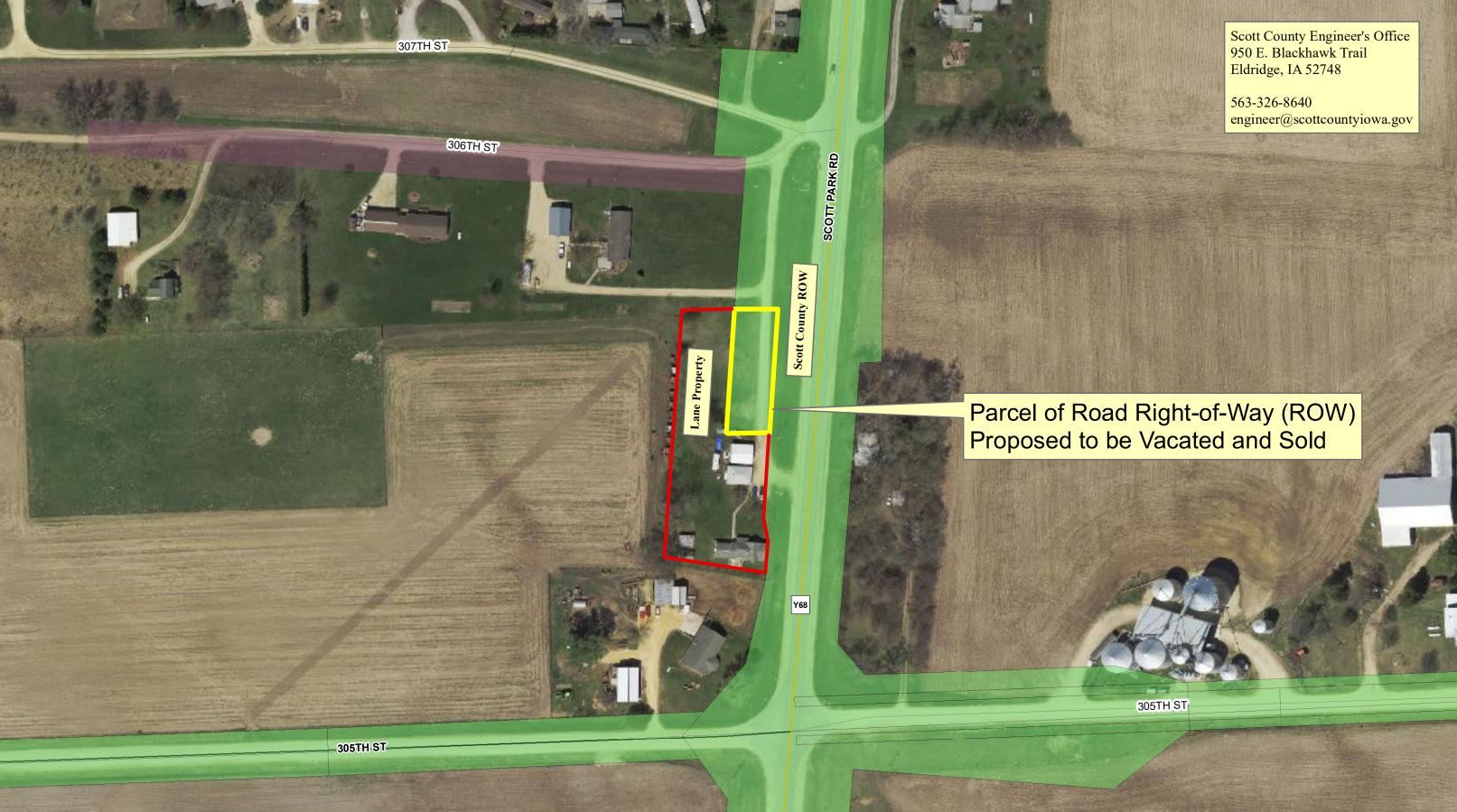
Our department was contacted by Scott County residents, Mark and Melissa Lane, to vacate and sell a parcel of road right-of-way. The Lane's own the land adjacent to the parcel of road right-of-way is described as follows:

Part of the Southwest Quarter of the Northeast Quarter of Section 7, Township 80 North, Range 4 East of the 5th P.M., Scott County, Iowa, more particularly described as follows: Commencing at the Center of said Section 7; thence north 87 degrees 57 minutes 14 seconds east along the South line of the Northeast Quarter of said Section 7, 573.52 feet; thence north 02 degrees 02 minutes 46 seconds west and perpendicular to said South line, 414.32 feet to the Point of Beginning; thence north 04 degrees 27 minutes 22 seconds east along the Westerly right-of-way line of Scott Park Road, 174.85 feet to the Southeast Corner of Lot 1 of Shannon Subdivision; thence north 87 degrees 13 minutes 07 seconds east, 55.35 feet; thence south 01 degree 08 minutes 47 seconds west, 174.70 feet; thence south 87 degrees 57 minutes 14 seconds west along the existing Scott Park Road right-of-way line, 65.42 feet to the Point of Beginning. Containing 0.24 acres or 10,500 square feet more or less, and subject to easements, reservations, restrictions, and right-of-way record and not of record.

The above described land is a portion of a frontage road that parallels Scott Park Road on the west side, south of 307th Street. The public can access the frontage road from the intersection of 307th Street and Scott Park Road. However, the frontage road dead ends at Lane's property line. Although the road right-of-way dead ends at their north property line, the road continues south onto their property and outlets onto Scott Park Road through their driveway entrance. Occasionally, the traveling public uses this frontage road to make U-turns back onto Scott Park Road. This creates a hardship for the Lane's. This frontage road is of no benefit to the traveling public, because it dead ends at Lane's property line and it has no turn-around area. Our department has performed minimal maintenance of this frontage road since it was transferred to our department by the Iowa Department of Transportation in 2002.

After meeting with the Lanes, discussing their request, and researching road records, our department determined it would be a mutual benefit to move forward with the vacation and sale of this parcel. We contracted with a registered land surveyor to perform road record research and prepare a plat of survey. We determined that the county owns the land by fee title. We followed Iowa Code regarding notice and preference of sale. In accordance with this law, our department notified all adjacent land owners of our intent to sell the vacated parcel of county road right-of-way, that the land had been appraised at a value of \$8,400.00, and that we will accept offers for a sixty day time period. We received an offer from the only adjacent land owner, Mark and Melissa Lane, for \$8,400.

Iowa Code requires the county to hold a public hearing when vacating and selling road right-of-way. I recommend holding a public hearing on March 3, 2022, to discuss vacating and selling this parcel of road right-of-way to the Lane's. Included with this memo is a location map.



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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 17, 2022

APPROVAL OF SETTING A PUBLIC HEARING DATE ON VACATING AND SELLING A PARCEL OF ROAD RIGHT-OF-WAY

WHEREAS, the Scott County Board of Supervisors, acting under the authority of Chapter 306, Code of Iowa, proposes to vacate and sell a parcel of Scott County Secondary Road right-of-way, described as follows:

Part of the Southwest Quarter of the Northeast Quarter of Section 7, Township 80 North, Range 4 East of the 5th P.M., Scott County, Iowa, more particularly described as follows: Commencing at the Center of said Section 7; thence north 87 degrees 57 minutes 14 seconds east along the South line of the Northeast Quarter of said Section 7, 573.52 feet; thence north 02 degrees 02 minutes 46 seconds west and perpendicular to said South line, 414.32 feet to the Point of Beginning; thence north 04 degrees 27 minutes 22 seconds east along the Westerly right-of-way line of Scott Park Road, 174.85 feet to the Southeast Corner of Lot 1 of Shannon Subdivision; thence north 87 degrees 13 minutes 07 seconds east, 55.35 feet; thence south 01 degree 08 minutes 47 seconds west, 174.70 feet; thence south 87 degrees 57 minutes 14 seconds west along the existing Scott Park Road right-of-way line, 65.42 feet to the Point of Beginning. Containing 0.24 acres or 10,500 square feet more or less, and subject to easements, reservations, restrictions, and right-of-way record and not of record.

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

- Section 1. That a public hearing on the proposed vacation and sale of a parcel of road right-of-way be held on Thursday, March 3, 2022, at 5:00 p.m. at the Scott County Administration Building.
- Section 2. This resolution shall take effect immediately.



Planning & Development Scott County, Iowa

Item #4 2/15/2022

Chris Mathias, Director

Email: planning@scottcountyiowa.gov

Office: (563) 326-8643 Fax: (563) 326-8257 Administrative Center 600 West Fourth Street Davenport, Iowa 52801-1106

To: Mahesh Sharma, County Administrator

From: Christopher Mathias, Planning Director

Date: February 7, 2022

Re: Board of Supervisors Final Plat approval of a Minor Subdivision known as Winter's Hollow Addition located in the NE¼ of the NE¼ of Section 36, in Winfield Township, generally located at NW corner of 267th Street and Scott Park Road

This request is for Board of Supervisors approval of a Final Plat of a 2-lot minor subdivision of an approximately 35.55 acre tract, more or less. The tract is currently vacant other than one single-family home which is under construction. The plan proposes to subdivide this existing 35.55 acre tract, more or less, into two (2) new lots. Lot 1 would be 2.123 acres and Lot 2 would be 33.425 acres, more or less.

The Planning Commission has reviewed this Final Plat and determined it was in compliance with ordinance requirements and the conditions of the sketch plan approval. This property is in the platting jurisdiction of the City of Long Grove and the City has also approved this plat.

There was a delay in getting the plat to Long Grove for approval. Because of this, the Board of Supervisors approved an extension on January 20, 2022 to the 60 day deadline for the Board to take action on the Planning & Zoning Commission's recommendation.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the Final Plat of Winter's Hollow Addition. Vote: 7-0, All Ayes



PLANNING & ZONING COMMISSION STAFF REPORT



November 16, 2021

Applicant: Alan and Erin Rubach, submitted by Townsend Engineering

Request: Sketch Plan/Final Plat of "Winter's Hollow Addition"

Legal Description: Part of the NE¼NE¼ of Section 36, in Winfield Township, (Parcel ID#:

033607005).

General Location: NW corner of 267th Street and Scott Park Road

Zoning: Single Family Residential (R-1)

Surrounding Zoning:

North: Agricultural-Preservation (A-P)
South: Agricultural-General (A-G)

East: Community Area Development Parkview Comm. (CAD-PVC)

West: Single Family Residential (R-1)

GENERAL COMMENTS: This request is for approval of a Final Plat of a 2-lot minor subdivision of an approximately 35.55 acre tract, more or less. The tract is currently vacant other than one single-family home which is under construction. The plan proposes to subdivide this existing 35.55 acre tract, more or less, into two (2) new lots. Lot 1 would be 2.123 acres and Lot 2 would be 33.425 acres, more or less.

Staff has reviewed this request for compliance with the requirements of the Subdivision Regulations and Zoning Ordinances for Final Plat approval. This subdivision is classified as a minor plat because it creates less than five (5) lots and would not involve the extension of any new streets or other public services.

Zoning, Land Use, and Lot Layout

The proposed Plat would subdivide the approximately 35.55 acre tract that is currently zone R-1 into two (2) lots. Proposed Lot 1 would be approximately 2 acres in size and there is currently a single family home being constructed on this proposed lot. Lot 2 would be approximately 33.425 acres in size and also would have one single family dwelling development right.

Property directly west of the proposed subdivision is currently low quality farm land with two 8 acre pieces of forest preserve and is zoned R-1. The property directly south of this subdivision contains one (1) ag dwelling and nine (9) ag accessory buildings on a 37.2 acre tract, more or less, and is zoned A-G. To the east, there are many commercial lots which are zoned CAD-PVC as they make up the commercial area of Park View. The property directly to the north contains tilled ag land as well as 3.5 acres of forest preserve on a 40 acre tract, more or less, and is zoned A-P.

Access and Roadway Improvements

Currently the single family dwelling that is under construction on the proposed Lot 1 is accessed by a driveway off of 267th Street, which is a County maintained, paved road. Adopted Land Use polices encourage development to occur with access to adequately constructed paved roads. Lot 2 is large enough that it has frontage on both 267th St and Scott Park Road, both paved, county-



PLANNING & ZONING COMMISSION STAFF REPORT



November 16, 2021

maintained roads. If Lot 2 is ever built on, a driveway could access either 267th St or Scott Park Road.

Stormwater Management

This proposal does not include any new roadways and is only a two lot subdivision, so staff would not see any need for a storm water management plan.

Erosion and Sediment Control Plan

Erosion Control Plans are typically submitted and reviewed by the County Engineer in conjunction with the road construction plans. Since this proposal does not include any new roadways, an Erosion Control Plan is not required.

Wastewater Disposal and Water Provision

This proposal was sent to the County Health Department for its review. Jack Hoskins stated that while he had no problems with the residence currently being built, future subdivision may require connection to Parkview water and sewer. Parkview does have capacity to provide that if needed.

City of Long Grove Review

This property is within two miles of the Long Grove city limits. Therefore, review and approval of the Final Plat by the City of Long Grove is required. At this time, staff has notified the City of the Final Plat submittal but has not received formal approval/consent. The Plat will not be forwarded to the Board of Supervisors for its consideration until formal approval/consent is received.

Others Notified

The Subdivision Ordinance requires additional notification of the following County Departments and local entities: Assessor, Auditor, and District Soil Conservationist Staff. Those entities did not have any comments at this time. Staff also notified adjacent property owners within five hundred feet (500') of the public hearing before the Planning Commission.

RECOMMENDATION: Staff recommends that the Final Plat of Winter's Hollow Addition be approved with the following conditions:

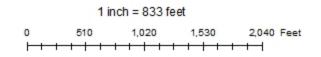
1. The City of Long Grove approve the Final Plat

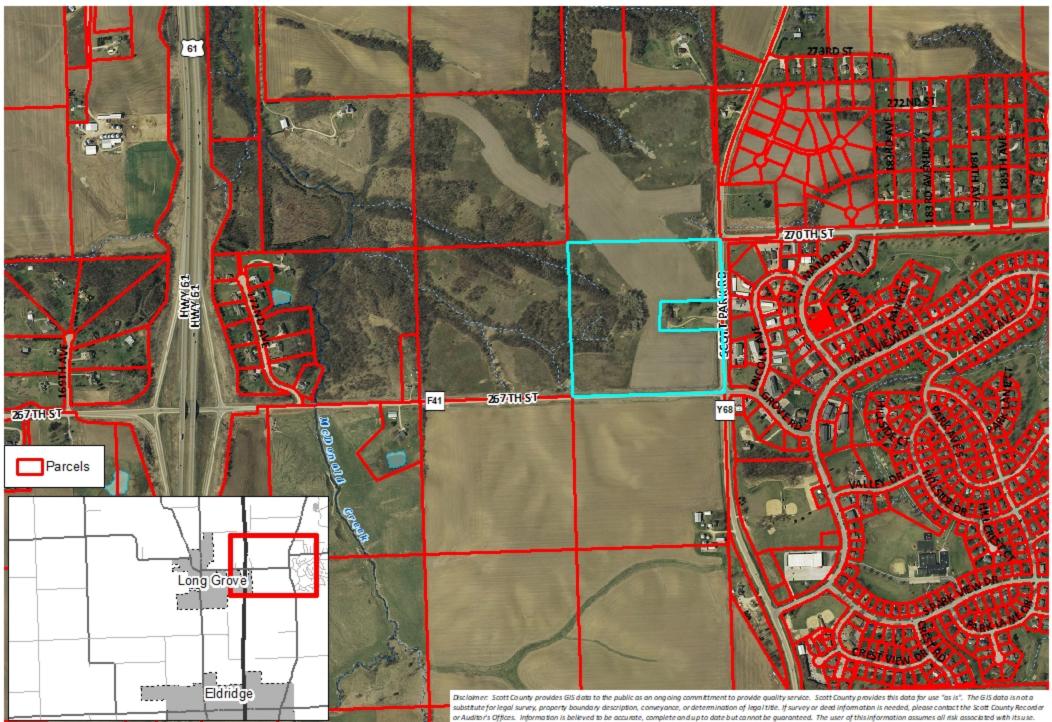
Submitted by: Christopher Mathias, Director November 16, 2021

Location Scott County

Location - Winter's Hollow Addition

Scott County, Iowa

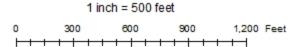


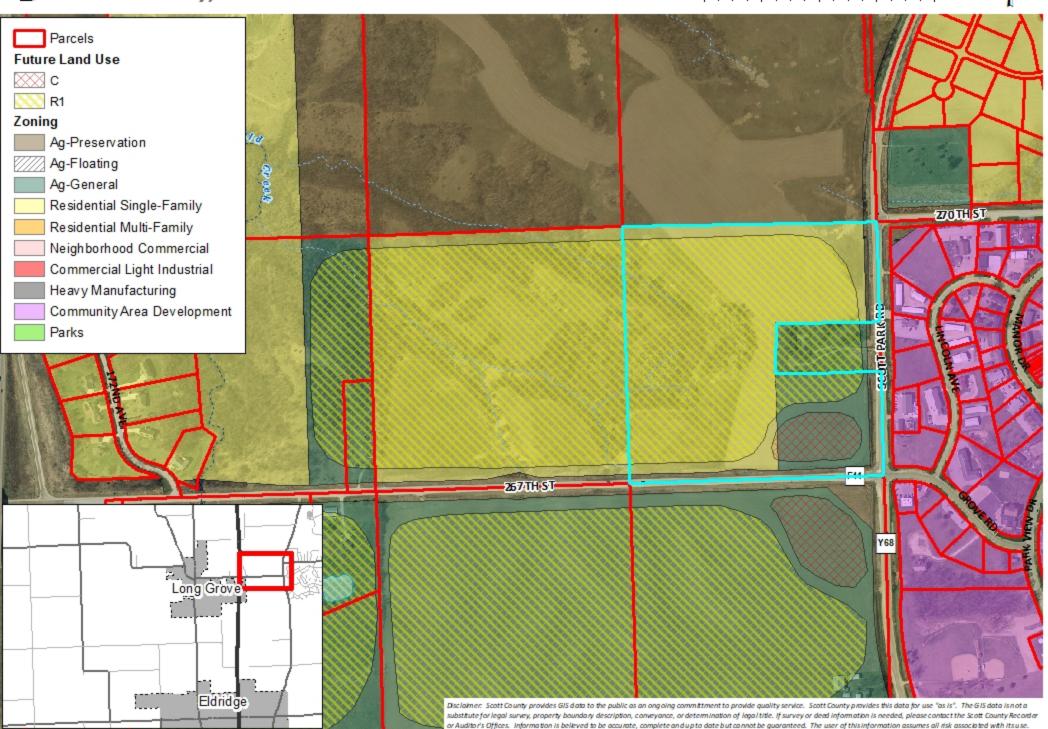


Scott County

Zoning and Future Landuse - Winter's Hollow Addition

Scott County, Iowa



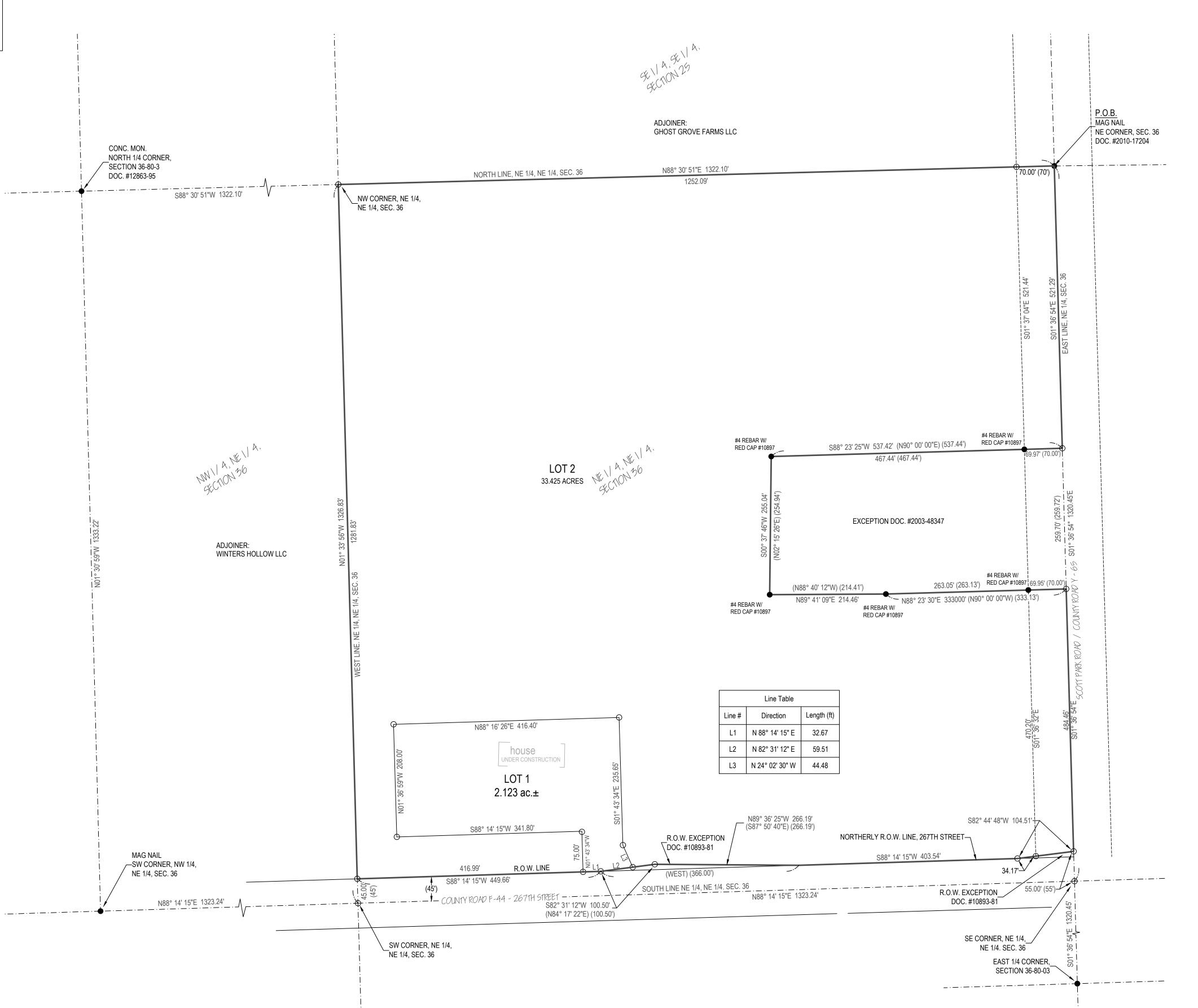


3 1 26% 2HERIMAY 255 ST 1248

APPROXIMATE SITE LOCATION -

WINTER'S HOLLOW ADDITION

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 3 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA.



MID AMERICAN ENERGY

BY: DATE

CENTRAL SCOTT TELEPHONE

BY: DATE

SCOTT COUNTY PLANNING AND DEVELOPMENT

MEETS SUBDIVISION AND ZONING REQUIREMENTS

CITY OF LONG GROVE, IOWA

Y: DATE:

CITY ENGINEER

: DATE:

NOTE

THIS SUBDIVISION CONTAINS 35.548 ACRES, OR 1,548,471 SQUARE FEET.

UBDIVISION IS ZONED RESIDENTIAL.

NO WATER DETENTION REQUIREMENTS ARE PROPOSED WITH THIS SUBDIVISION.

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES

WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

SEPTIC FIELDS ARE TO BE LOCATED AT LEAST 10 FEET FROM REAR LOT LINES.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of lowa.

MICHAEL D. RICHMOND lowa License Number: 23503

My license renewal date is December 31, 2021

Pages or sheets covered by this seal:

TOWNSEND

ENGINEERING

CIVIL O STRUCTURAL O LAND DEVELOPMENT

_ · _ · _ · _ · _

DEED DIMENSION = (0.00') FIELD DIMENSION = 0.00'

#5 REBAR W/ YELLOW CAP #23503 = \bigcirc

MONUMENTS FOUND:

MONUMENTS SET:

BOUNDARY LINE =

EASEMENT LINE =

SETBACK LINE= SECTION LINE=

AS NOTED =

THE MEASURED BEARINGS SHOWN

HEREON ARE BASED ON THE US STATE

PLANE COORDINATE SYSTEM, IOWA SOUTH ZONE (1402) GEOID 12A, NAD 83

GRAPHIC SCALE

(IN FEET)

1" = 100' (24x36)

(2011) EPOCH 2010.00.

DATE: 10/18/2021

563 386.4236 office 386.4231 fax

2224 East 12th Street, Davenport, IA 52803

DRAWN BY:
KLC

DRAWING LOCATION

S: \RUBACH-ALAN

CHECKED BY:
MDR

ON

REVISIONS:

NO. DESCRIPTION DATE

PROJECT

FINAL PLAT

WINTER'S HOLLOW ADDITION,

SCOTT COUNTY, IOWA

PREPARED FOR

ALAN RUBACH

4388 SOUTHFIELD DRIVE

BETTENDORF, IA 52722

SHEET NO.

E 1 0 f 1

CERTIFICATE OF APPROVAL BY SCOTT COUNTY

I, Ken Beck, Chair of the Scott County Board of Supervisors, do hereby certify that said Board adopted a Resolution on February 17, 2022 in which it approved the Final Plat of **WINTER'S HOLLOW ADDITION** as follows:

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

- **Section 1**. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has on this 17th day of February, 2022 considered the final plat of **WINTER'S HOLLOW ADDITION**, a 2-lot subdivision in the part of the NE ¼ of the NE ¼ of Section 36, Township 80 North, Range 3 East of the 5th Principal Meridian (Winfield Township), Scott County, Iowa, and having found the same made in substantial accordance with the provisions of Chapter 354, Code of Iowa, and the Scott County Subdivision Ordinance, does hereby approve the final plat of said subdivision.
- **Section 2.** The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.

Section 3. This Resolution shall take effect immediately.

Signed this 17th day of February, 2022

	SCOTT COUNTY, IOWA
BY:	
Ken Beck, Chair	
ATTESTED BY:	
Kerri Tompkins.	Auditor

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS RESOLUTION HAS BEEN FORMALLY APPROVE THE BOARD OF SUPERVISORS ON DATE	D BY
SCOTT COUNTY AUDITOR	

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

February 17, 2022

APPROVING THE FINAL PLAT OF WINTER'S HOLLOW ADDITION

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

- Section 1. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has on this 17th day of February 2022 considered the final plat of WINTER'S HOLLOW ADDITION, a 2-lot subdivision in part of the NE ¼ of the NE ¼ of Section 36, Township 80 North, Range 3 East of the 5th Principal Meridian (Winfield Township), Scott County, Iowa, and having found the same made in substantial accordance with the provisions of Chapter 354, Code of Iowa, and the Scott County Subdivision Ordinance, does hereby approve the final plat of said subdivision.
- **Section 2.** The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.
- **Section 3**. This Resolution shall take effect immediately.

HUMAN RESOURCES DEPARTMENT 600 W. 4TH Street Davenport, IA 52801

Office: (563) 326-8767 Fax: (563) 328-3285 www.scottcountyiowa.gov



Date: February 8, 2022

To: Board of Supervisors

From: Mary J. Thee, Human Resources Director/Asst. County Administrator

Subject: Unpaid Leave of Absence - Judinetta Robinson

We have received a request for an unpaid leave of absence by Ms. Robinson who is a Corrections Officers through April 30, 2022. The Sheriff has already provided her with a 30 day unpaid leave of absence. Ms. Robinson meets the qualifications of an unpaid leave of absence pursuant to County Policy N. Therefore it is my recommendation that the request be approved.

Cc: Major Bryce Schmidt

MEMO FROM:

Roger A. Kean, Executive Director Scott County Conservation



DATE: February 8, 2022

TO: County Board of Supervisors

Mahesh Sharma, County Administrator

Mary Thee, Human Resource Director/Assistant County Administrator

SUBJECT: Hiring Exception Request for Lawrence Youngers, Equipment Mechanic-Parks

After a successful recruitment to fill our Equipment Mechanic-Parks, we've made an offer of employment to candidate Lawrence (Mat) Youngers. Mat has a great deal of educational and work experience including a BA degree from St. Ambrose and has previously worked for the Conservation Board for 12 years as Maintenance Technician and a Park Ranger. Mat then worked 6 years for St. Ambrose as Grounds Maintenance Manager, and now wishes to return to the "Parks"; to a job he says he always loved and has missed.

Due to Mat's qualifications and years of experience, we have negotiated an acceptable starting pay and are requesting approval to begin his starting rate at Step 5 of Job Classification 21, which is \$22.75/hr., or \$47,320 annually.

Mat's anticipated start date is February 28th, 2022.

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

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

February 17, 2022

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Mat Youngers for the position of Equipment Mechanic in the Conservation Department at step 5.

SCOTT COUNTY JUVENILE DETENTION AND DIVERSION PROGRAMS

500 West 4th Street Davenport, Iowa 52801

Ph: (563) 326-8687 Fax: (563) 328-3207

www.scottcountyiowa.com

E-Mail: jkaiser@scottcountyiowa.com



MEMORANDUM

Date: 02/07/2022

To: Mahesh Sharma, County Administrator

RE: Organizational Change

This memorandum serves as a request to add two (2) Full-time Community-Based Youth Counselors to the Juvenile Detention Center Table of Organization, based on the need to provide more support to the community through the School Based Restorative Mediation Program. The request is supported outside of the budget process pursuant to Policy D, as a change in external funding.

Staffing Need

Since program inception in January 2021, the School Based Restorative Mediation program has been expanding consistently and rapidly. Over the past twelve (12) months, facilitators have served over three hundred (300) unduplicated youth in all nine (9) secondary schools in the Davenport school district as well as Bettendorf Middle School and High School. The program receives referrals on a daily basis and facilitators often times respond to multiple calls to multiple schools in one day. Over 90% of referrals end in a successful mediation and youth rarely are involved in violence in the future. The effectiveness of the program has caused a dramatic increase in demand.

The increased demand for facilitators has depleted staffing resources from other Scott County Juvenile Diversion programs as well as the Juvenile Detention Center. By filling two full time positions dedicated to this program, we can ensure the need for facilitators at each school will be fulfilled and consistency will be restored to other programs.

Financial Impact

All expenses for the School Based Restorative Mediation program are reimbursed through the Restorative Justice Programs contract with the Decategorization Board, so the position would be cost neutral. The annual budget for the Restorative Justice Programs contract is \$190,000.

Cc: Mary Thee, Human Resources Director

David Farmer, Director of Budget and Administration

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street Davenport, Iowa 52801-1003

Office: (563) 326-8702 Fax: (563) 328-3285 www.scottcountyjowa.gov



February 7, 2022

TO: Mahesh Sharma, County Administrator

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

RE: Contracting of services with HHSI, Inc., and the Salvation Army to provide

Housing Support within Scott County using the American Rescue Plan act and

the Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan Act, Pub. L No 117-2 (March 11, 2021) authorized the Department of Treasury to make payments to state and local governments from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund. Scott County, Iowa is tentatively to receive \$33,592,150.00 over two installments. Over the past year, Scott County has worked with local partner agencies to utilize the funding which meet the standard of support. On January 6, 2022 the US Treasury finalized the rule that governs qualified eligible projects.

Scott County and HHSI, Inc. have developed a contract that meets Housing Support, Affordable Housing (reporting section 3.10). HHSI, Inc. presented on this program idea in the fall of 2021. HHSI, Inc. will target households that are experiencing homelessness or barriers to employment, develop housing options of affordable rents, proactively engage households in flexible and comprehensive array of supportive service and require participation as a condition of housing, and connect household through community-based resources and activities. HHSI, Inc. will acquire at least 35 units of housing in qualified census tracts. Contracted costs include service coordinators, supervisor, maintenance, utilities, administrative costs and capital acquisition costs for housing units. The goal is to obligate all funds by December 31, 2024. The funding request is \$3,140,880.

Scott County and the Salvation Army have developed a contract that meets Housing Support: Services for Unhoused Persons (reporting section 3.11). The Salvation Army presented on this program idea in the fall of 2021. The Salvation Army will use a rapid-rehousing approach to move households from shelter to stability, the shelter program will include vouchers for up to 120 days of motel vouchers along with "wrap around" case management services, and help find safe and affordable housing using financial assistance for up to one year. Contracted costs include shelter vouchers, deposit and rental assistance, support services, and administration services. The goal is to obligate all funds by December 31, 2024. The funding request is \$3,000,000.

Both services directly impact the community through a response to disproportionately impacted communities of the COVID-19 pandemic. The funding will be incorporated into the

March 2022 budget amendment and the fiscal year 2023 budget. Expenditures will be reimbursed as incurred.

The contracts are in final review by all parties and the following resolution is to provide authorization to enter into the contractual agreement.

I will be at the February 15, 2022 Committee of the Whole to address any additional questions.

CC: Lori Elam, Community Services Director.



American Rescue Plan Act Funding for Supportive Housing at Humility Homes and Services, Inc.

The US Department of Housing and Urban Development defines people experiencing chronic homelessness as documented evidence that an individual has lacked a fixed, regular, and adequate nighttime residence for 12 consecutive months, or 4 or more times totaling 12 months (HUD, 2016). The lowa Balance of State Continuum of Care estimates 300 individuals in Scott County are currently experiencing chronic homelessness. Nearly all individuals experiencing chronic homelessness in Scott County reside within one of the Qualified Census Tracts in Davenport. People experiencing chronic homelessness have unique needs and frequently have no income, are often high utilizers of non-housing systems like law enforcement/jail and hospital systems. The Corporation for Supportive Housing (CSH) conducted a meta-analysis of 33 research studies in 2018, which analyzed the costs of chronic homelessness to total nearly \$60,000 per person, per year. Local governments frequently end up paying more for people to experience chronic homelessness than if these people had supportive housing.

The American Rescue Plan Act (ARPA) provides an alternative to the status quo – supportive housing.

Supportive housing is an evidence-based intervention for people experiencing chronic homelessness. CSH (2018) notes the benefits of supportive housing:

- 1. Reductions in hospitalizations, emergency department usage, and health costs for persons with co-occurring disorders, including chronic health, mental illness, and substance use disorders;
- Reductions in criminal justice interactions among persons with histories of justice involvement;
- 3. Improved health and mental health for individuals after supportive housing; and
- 4. A positive impact on housing retention, even among tenants with long histories of homelessness and the most severe psychiatric, substance abuse, and health challenges.

Humility Homes and Services, Inc. (HHSI) has provided supportive housing for 13 years with support from HUD and other local funders. HHSI currently operates 34 supportive housing units in the Quad Cities. HHSI utilizes Moving On strategies, evidence-based supports developed to help people 'move on' from supportive housing and into independent living, without assistance. This enables HHSI to serve more people, as well as provide affordable housing in acquired units after ARPA funds expire.

HHSI follows CSH's model for quality supportive housing, which:

- 1. Targets households with members who are experiencing homelessness, experiencing multiple barriers to employment, including mental illness and other disabling conditions;
- 2. Has affordable rents, meaning the tenant pays no more than 30% of their income towards rent;
- 3. Provides lease or sublease with no limits on the length of stay, as long as lease terms are met;
- 4. Proactively engages households in a flexible and comprehensive array of supportive services, without requiring participation as a condition of housing;
- 5. Effectively coordinates with key partners to address issues resulting from mental illness, substance use, and other crises, with a focus on fostering housing stability; and
- 6. Supports households in connecting with community-based resources and activities, interacting with diverse individuals, and building strong social support networks.



Mitch has shared the power of supportive housing in his life, as a former HHSI supportive housing participant. Mitch suffered from substance use disorders and experienced homelessness after being hospitalized. Mitch spent many years in and out of jail, hospitals, and emergency shelter. Once Mitch engaged with our street outreach team, he came to the emergency shelter with a housing plan. Mitch was placed in supportive housing where he thrived. He created a stable foundation and 'moved on' from HHSI into his own housing. After some time, Mitch wanted to give back to the program he credits with saving his life, so he volunteered at HHSI. After several months of volunteerism, Mitch applied for a maintenance job with HHSI to ensure safe housing for other tenants. Today, Mitch has been employed for more than one year in his current role with HHSI.

Annual Budget for Supportive Housing		
2.0 FTE Service Coordinators	\$86,508	
0.4 FTE Supportive Services Supervisor	\$24,030	
0.5 FTE Maintenance Staff	\$21,026	
Utilities	\$105,000	
Administrative Costs	\$23,656	
Total Annual Cost	\$260,220	
One-Time Acquisition Costs	\$2,100,000	
Total Scott County ARPA Request	\$3,140,880	

Mitch is just one example of the impact supportive housing can have on an individual. To expand this opportunity for more people like Mitch, HHSI respectfully requests \$3,140,880 to acquire 35 affordable housing units and to provide supportive housing between January 2022 and December 2026 to at least 20 individuals and 15 families in Qualified Census Tracts within Davenport, Iowa.

Acquisition of units will prioritize Qualified Census Tracts in Davenport so that individuals and families can be served in their neighborhoods. Otherwise, units purchased outside of Qualified Census Tracts will ensure all participants meet income eligibility guidelines, including serving households with less than 60% area median income, or more than 25% of households below the federal poverty line.

Annual Scalable Budget for Every Additional 20 Units		
1.0 FTE Service Coordinators	\$43,254	
0.2 FTE Supportive Services Supervisor	\$12,015	
0.25 FTE Maintenance Staff	\$10,513	
Utilities	\$60,000	
Administrative Costs	\$12,578	
Total Additional Annual Cost Per 20 Units	\$138,360	
One-Time Acquisition Costs Per 20 Units	\$1,200,000	
Total Additional Scott County ARPA Request Per 20 Units	\$1,753,440	

HHSI has a scalable model for supportive housing, meaning for every additional 20 units of supportive housing, \$1,753,440 would be necessary.

HHSI is pursuing an additional \$1,000,000

in acquisition funds for 25 affordable units from the Ryan Foundation in Omaha, NE (\$500,000), the Regional Development Authority (\$250,000), and the Scott County Regional Authority (\$250,000). These funds will be requested in the Fall of 2021, and leveraged support through ARPA funding will increase the likelihood HHSI is awarded these funds.

Together, HHSI can secure at least 60 new units of affordable housing, with the capacity to increase that number by 20 if scalable dollars through ARPA are available.

Subaward Agreement Between the Scott County, Iowa and

Humility Homes and Services, Inc.

THIS AGREEMENT is made and entered into by and between the Scott County, Iowa (the "Pass-Through Entity" or "PTE"), and Humility Homes and Services, Inc. ("Subrecipient") (collectively "Parties") as of the last date of signature and shall continue through December 31, 2026 (the "Performance Period").

WHEREAS, the Pass-through Entity has received funds from the United States Department of the Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("SLFRF"); and

WHEREAS, Scott County Board of Supervisors (the "Board") allocated over \$6 million of Coronavirus Local Fiscal Recovery Funds for funding housing impact projects to be administered by the PTE; and

WHEREAS, expenditures to address public health and economic impacts must be eligible under the US Treasury Guidance Final Rule Department of Treasury "Coronavirus State and Local Fiscal Recovery Funds." 31 CFR Part 35 RIN 1505-AC77.; and

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, pursuant to the Board's commitment on housing support, the Board approved an award to Subrecipient of \$3,140,880 for eligible activities; and

WHEREAS, Subrecipient is to receive one-time capital acquisition costs in advance upon receipt of real property agreements of purchase terms and up to four years operating support costs. There is mutual understanding that any outstanding award funds at the end of Performance Period must be returned to PTE, to return to Treasury; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Subrecipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Subrecipient, and the PTE and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following documents are incorporated and made part of this Agreement:

- 1) Attachment 1 Federal Award Terms and Conditions
- 2) Attachment 2 Pass-Through Entity (PTE) and Subrecipient Contacts
- 3) Attachment 3 Subrecipient Highest Compensated Executives
- 4) Attachment 4A Subrecipient Reporting Requirements
- 5) Attachment 4B Subrecipient Expenditure Reporting Calendar
- 6) Attachment 4C Project Expenditure Report (sample)
- 7) Attachment 5 Subrecipient Statement of Work and Project Budget

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

- 1.0 <u>Activities</u>. The Subrecipient will be responsible for overseeing the implementation of affordable and supportive housing, as detailed in Attachment 5 of this Agreement, in a manner satisfactory to and consistent with Uniform Grant Guidance and the Final American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds and in accordance with program regulations now in effect and as may be amended from time to time as a condition of providing advance payment of these funds.
- 2.0 <u>Objectives</u>. The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective to respond to negative economic impacts exacerbated by the COVID-19 public health emergency, which includes significant impacts to families and individuals with housing needs.
- 3.0 <u>Project Budget</u>. The PTE agrees, subject to the Terms and Conditions of this Agreement, to provide advance payment to Subrecipient for the Statement of Work and in accordance with the budget, both presented in Attachment 5, not to exceed \$3,140,880.
- 4.0 Period of Performance. Services of the Subrecipient shall start on February 17, 2022, and end on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. All of the required activities and services, except for audit, will be completed by or before this date. The PTE may grant extensions at its sole discretion and permissive by US Treasury for any obligations from January 1, 2025 through December 31, 2026. Only a valid written Agreement amendment shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of PTE funds or other PTE assets received in connection with this Agreement.
- 5.0 <u>Performance Monitoring</u>. The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.
- Audit Requirement. All governmental and non-profit grant recipients that are required to comply with the Single Audit Act Amendments of 1996, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the State Single Audit Guidelines issued by the Department of Administration, shall ensure that funds awarded by the PTE Order are included in the audit report. A governmental or non-profit Subrecipient shall submit audit reports to the PTE within 180 days of the close of the entity's fiscal year, unless waived by the PTE.
 - 6.1. The Subrecipient shall submit an agreed upon procedures audit upon request from the PTE. This audit will consist of procedures and questions requested by the PTE and will expand beyond the scope of that provided for under the Iowa State Single Audit Guideline requirements.
 - 6.2. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient

will provide notice of the completion of any required audits and will provide access to such audits upon request.

- 7.0 Recordkeeping, Examination of Records and Facilities. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the PTE, its designees, or the Federal government, at any time during normal business hours, as often as the PTE or Federal Government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data.
- 8.0 On Site Monitoring. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE, or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain to Federally funded grant activities.
 - 8.1. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs, such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.
- 9.0 <u>Closeout</u>. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.
- 10.0 <u>Compliance with Law.</u> The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.
- Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project up to the Subaward amount. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.
- 12.0 <u>Suspension</u>. For cause, and 30 day notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.
- 13.0 <u>Termination and Cancellation</u>. The Subrecipient understands and agrees that the PTE may at a later time determine that a Subrecipient is not in compliance with the PTE Order or the terms of this Agreement. In such case, the PTE may terminate the Subaward. Upon termination, the Subrecipient must return all Subaward funds previously disbursed. If the Subrecipient wishes to cancel the Project, the Subrecipient may submit a written request to the PTE requesting that the

- PTE approve the termination of the Subaward. If the PTE grants the request, the Subrecipient must return all Subaward funds previously disbursed.
- 14.0 <u>Waiver</u>. Failure or delay on the part of either party to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.
- Amendment. This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.
 - 15.1. The Subrecipient shall notify the PTE of any proposed significant changes to the Statement of Work or Project Budget (Attachment 5) as soon as practicable, and may only make such significant changes if the PTE signs an amendment authorizing and memorializing the significant change. Significant changes include:
 - 15.2. Any change in the list of expenses, as described in Attachment 5 Project Budget.
 - 15.3. Any change in the Project or activities, as described in Attachment 5 Statement of Work.
 - 15.4. Extensions of the performance period will be at the PTE's sole discretion.
- 16.0 <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.
- 17.0 Certification Regarding Lobbying (2 CFR 200.450). By signing this Agreement, the Subrecipient certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 in accordance with 2 CFR 200.450.
 - 17.1. 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.
 - 17.2. 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 31 U.S.C. 1352. 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.
- 18.0 <u>Debarment, Suspension, and Other Responsibility Matters (2 CFR 180 and 31 CFR 19)</u>. By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

- 18.1. Except with respect to sexual orientation, the Subrecipient shall take affirmative action to ensure equal employment opportunities. The Subrecipient shall post in conspicuous places, available for employees and applicants for employment, notices required by law.
- 18.2. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Subrecipient. An exemption occurs from this requirement if the Subrecipient has a workforce of less than fifty (50). Within fifteen (15) working days after this Agreement is executed, the Subrecipient shall submit the Affirmative Action Plan/exemption statement to the Public Service PTE unless compliance eligibility is current. No extensions of this deadline shall be granted.
- 19.0 Federal Funding Accountability and Transparency Act ("FFATA"). This Subaward requires the Subrecipient to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Subrecipient is responsible for ensuring that all applicable requirements of FFATA are met and that the Subrecipient provides information to the State as required.
 - 19.1. The Subrecipient will obtain a Data Universal Numbering System ("DUNS") number upon signing this grant agreement and maintain its DUNS number for the term of this Subaward. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.
 - 19.2. The Subrecipient's failure to comply with the requirements in the special terms and conditions is a material breach of this Subaward for which the State may terminate this Agreement for cause or withhold the funds. The State will not be obligated to pay any outstanding invoice received from the Subrecipient unless and until the Subrecipient is in full compliance with the above requirements.

Pass-Through Entity

Subrecipient

David Farmer Director of Budget & Administrative Services	By: OMWVILLA [Name of signatory] Pontey Velez [Title] Evecutive Divect
600 W 4th Street Davenport, Iowa 52801 (563) 326-8651	[Address] 519 Filmore Street [Phone] Davenport, JA 52802 (543) 326-1330
Date	2/11/22 Date
DUNS: 050812361	DUNS: 828271325

ATTACHMENT 1 Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to the Scott County, Iowa as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The County provides the following information regarding the source of federal funds:

Federal Award Identification Number:	SLFFP4144		
Federal Award Date:	21.027		
Assistance Listing Number (ALN):			
Federal Awarding Agency:			
Total Amount of the Federal Award:	: \$33,592,150		
Research & Development:	No		
Amount of Federal Funds Obliga	ted by this Subaward: \$3,140,880		
Total Amount of Federal Funds Obli	gated to Subrecipient: \$3,140,880		

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient 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.
- 2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2024. An extension may be obligated for the period of January 1, 2025 through December 31, 2026 at the agreement of both parties. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2026.
- 3. <u>Reporting</u>. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5. <u>Pre-award Costs.</u> Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

- 6. <u>Administrative Costs</u>. Recipient may use funds provided under this award to cover both direct and indirect costs.
- 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 8. Conflicts of Interest. Recipient 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 award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award 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 Award 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 award.
 - 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. Governmentwide 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 award 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.
- 10. Remedial Actions. In the event of Recipient's noncompliance with section 603 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 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 11. <u>Hatch Act</u>. Recipient 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.
- 12. <u>False Statements</u>. Recipient understands that making false statements or claims in connection with this award 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.
- 13. <u>Publications</u>. Any publications produced with funds from this award 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 [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (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 section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. 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 Recipient 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.

15. Disclaimer.

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

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient 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 Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient 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.
- 18. <u>Reducing Text Messaging While Driving</u>. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT 2 Pass-Through Entity (PTE) and Subrecipient Contacts

Entity Information				
PTE	Subrecipient			
PTE Name	HUMILITY HOMES & SEMOS, JIC, Subrecipient Name			
PIE Name				
Address	519 Filmore Street			
71uu ess	Dy ho co A Th 1 TO CO			
City, St. ZIP	City, St. ZIR			
	humilityhomes, org			
Website	Website			
Administr	rative Contact			
Name:	Name: AShley Velez			
Phone	Phone: (BOQ) 230 in (563) 326-1330			
Email:	Email: Q. Velez Chumility home, org			
Financ	ial Contact			
Name:	Name: Stephanie Kieffer			
Phone	Phone: (543) 324 1330			
: Email:	Email: S. Kieffer @ NUMilityhomes. or			
Email.	Email: 50 Metter C Millimited			
Authorized Official				
Name:	Name:			
Phone				
Email:	- I			
Dillati.	Email:			

ATTACHMENT 3 Subrecipient Highest Compensated Executives

L				
Subrecipient is exempt	t from reporting executive compensa	ation:		Go to next attachment Enter information below
Subrecipient Name:	Humility Homes and Services, Inc	c.		
Highest Compensated	l Executives			
As required by the 2 executive compensation highly compensated expreceived 80 percent or magness revenues from Fe compensation of the senithe Securities Exchange A	CFR Part 170, Appendix A awards, PTE must also report the name recutives of their subrecipients' if the recutive of its annual gross revenues in Federal awards; and the public does not executive of the entity through per Act of 1934 (15 U.S.C. §§78m(a), 780(b)(1) Internal Revenue Code of 1986.	es and he subr deral av not ha iodic re	total compecipient enti- wards; and \$ we access to eports filed u	pensation of the five most ty in the preceding fiscal year 25,000,000 or more in annual to this information about the under section 13(a) or 15(d) of
Executive 1				
Name :		Comp :	ensation -	
Executive 2 Name :		Comp	oensation	
Executive 3 Name :		Comp	oensation	
Executive 4 Name :		Comp	oensation -	
Executive 5 Name :		Com _j	oensation	

ATTACHMENT 4A Subrecipient Reporting Requirements

<u>Project and Expenditure Report.</u> On a quarterly basis, PTE must provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than or equal to \$50,000.

In general, recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to \$50,000:

- Subrecipient identifying and demographic information (e.g., DUNS number and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

<u>Reporting Schedule</u>. Subrecipient shall report to PTE project expenditures in accordance with Subrecipient Expenditure Reporting Calendar (Attachment 4B). Subrecipient shall email completed reports to PTE's Financial Contact (Attachment 2).

Report Format. A sample of the Subrecipient Expenditure Report is attached to this Agreement as Attachment 4C. PTE will email Excel version of report to Subrecipient's Financial Contact (Attachment 2) upon full execution of Agreement. Updated templates may be issued in the future. In the event that a new template is issued, Subrecipients will be notified of the change, and the new template will be made available to Subrecipients. The Subrecipient shall provide a response to each question that is applicable to the type of report being filed and the Project.

ATTACHMENT 4B Subrecipient Expenditure Reporting Calendar

Report	Year	Quarter	Period Covered	Subrecipient Report* to PTE Due by	PTE Report to Treasury Due by	
1	2021	2 & 3	Award Date – Sep 30	Oct 15, 2021	Oct 31, 2021	
2	2021	4	Oct 1 - Dec 31	Jan 17, 2022	Jan 31, 2022	
3	2022	1	Jan 1 - Mar 31	Apr 15, 2022	Apr 30, 2022	
4	2022	2	Apr 1 - Jun 30	Jul 15, 2022	Jul 31, 2022	
5	2022	3	Jul 1 - Sep 30	Oct 17, 2022	Oct 31, 2022	
6	2022	4	Oct 1 - Dec 31	Jan 17, 2023	Jan 31, 2023	
7	2023	1	Jan 1 - Mar 31	Apr 14, 2023	Apr 30, 2023	
8	2023	2	Apr 1 - Jun 30	Jul 17, 2023	Jul 31, 2023	
9	2023	3	Jul 1 - Sep 30	Oct 17, 2023	Oct 31, 2023	
10	2023	4	Oct 1 - Dec 31	Jan 17, 2024	Jan 31, 2024	
11	2024	1	Jan 1 - Mar 31	Apr 16, 2024	Apr 30, 2024	
12	2024	2	Apr 1 - Jun 30	Jul 17, 2027	Jul 31, 2024	
13	2024	3	Jul 1 - Sep 30	Oct 17, 2024	Oct 31, 2024	
14	2024	4	Oct 1 - Dec 31	Jan 17, 2025	Jan 31, 2025	
15	2025	1	Jan 1 - Mar 31	Apr 16, 2025	Apr 30, 2025	
16	2025	2	Apr 1 - Jun 30	Jul 17, 2025	Jul 31, 2025	
17	2025	3	Jul 1 - Sep 30	Oct 17, 2025	Oct 31, 2025	
18	2025	4	Oct 1 - Dec 31	Jan 16, 2026	Jan 31, 2026	
19	2026	1	Jan 1 - Mar 31	Apr 16, 2026	Apr 30, 2026	
20	2026	2	Apr 1 - Jun 30	Jul 17, 2026	Jul 31, 2026	
21	2026	3	Jul 1 – Sep 30	Oct 16, 2026	Oct 31, 2026	
22	2026	4	Oct 1 – Dec 31	Mar 17, 2027	Mar 31, 2027	

^{*}Email completed expenditure reports in accordance with the period of performance as stated in the Agreement, by the Subrecipient Report to PTE due date to <u>david.farmer@scottcountyjowa.gov</u> and <u>lori.elam@scottcountyjowa.gov</u>.

ATTACHMENT 4C Subrecipient Expenditure Report (sample)

A A	В	С	D	Ē	F	G	н	Ĺ	
1									
2 Expenditure Category	Evidence Based Interventi ons	Serving Disadvantage d Communities	% complete as of latest reporting period	County Strategic Plan Goal	Contract Award Obligation	Contract Expenditures	Contract Award Obligation	Contract Expenditures	Con
3 Period Covered					March 3 - December 31	March 3 - December 31	January 1- March 31	January 1- March 31	Apri
4 Reporting Due Date					1/31/2022	1/31/2022	4/30/2022	4/30/2022	1
Submission Date to County					1/17/2022	1/17/2022	4/16/2022	4/16/2022	2
3.7 Healthy Childhood Environments: Home Visiting* ^	X	x							
2 3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^	X	Х							
3 3.9 Healthy Childhood Environments: Other* ^	X	X							
4 3.10 Housing Support: Affordable Housing* ^	X	х							
55 HHSI - Supportive Housing				Great Place to Live					
66 3.11 Housing Support: Services for Unhoused Persons* ^	X	X							
7 Salvation Army - Shelter to Stability				Great Place to Live					
8 Carol's Gardens				Great Place to Live					
9 3.12 Housing Support: Other Housing Assistance* ^	Х	Х							
3.13 Social Determinants of Health: Other* ^	Х	х							
1 3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators* ^	Х	X							
2 3.15 Social Determinants of Health: Lead Remediation ^		Х							
3 3.16 Social Determinants of Health: Community Violence Interventions* ^	X	Х							
4: Premium Pay									
5 4.1 Public Sector Employees									
64.2 Private Sector: Grants to Other Employers									
57 5: Infrastructure27									
8 5.1 Clean Water: Centralized Wastewater Treatment									
9 7.1 Administrative Expenses				Financially Responsible Government					
70 5.2 Clean Water: Centralized Wastewater Collection and Conveyance									
Scott County Parks - Wastewater Treatment Collection and Conveyance				Great Place to Live					

ATTACHMENT 5 Statement of Work & Project Budget

Statement of Work: ⋈ Below ⋈ Attached

HHSI follows CSH's model for quality supportive housing, which:

- 1. Targets households with members who are experiencing homelessness, experiencing multiple barriers to employment, including mental illness and other disabling conditions;
- 2. Has affordable rents, meaning the tenant pays no more than 30% of their income towards rent;
- 3. Provides lease or sublease with no limits on the length of stay, as long as lease terms are met:
- 4. Proactively engages households in a flexible and comprehensive array of supportive services, without requiring participation as a condition of housing;
- 5. Effectively coordinates with key partners to address issues resulting from mental illness, substance use, and other crises, with a focus on fostering housing stability; and
- 6. Supports households in connecting with community-based resources and activities, interacting with diverse individuals, and building strong social support networks.

Acquisition of at least 35 units in qualified census tracts, or with proper income documentation in accordance with ARPA / Treasury Rule.

At least 80% of households will maintain housing or obtain independent housing after one year with supportive services.

Capital funds will be advanced upon agreement of terms between HHSI, Inc. and Seller.

Pass-Through Entity will provide a letter stating that HHSI, Inc. is contracted by Scott County, Iowa to acquire these units and has funding support for such acquisitions.

Indirect Cost Rate (IDR) Applied:

10/6

Rate Type:

Project Budget: ⊠ Below ⊠ Attached

Annual Budget for Supportive H	ousing		
2.0 FTE Service Coordinators	\$86,508		
0.4 FTE Supportive Services Supervisor	\$24,030		
0.5 FTE Maintenance Staff	\$21,026		
Utilities	\$105,000		
Administrative Costs	\$23,656		
Total Annual Cost	\$260,220		
One-Time Acquisition Costs	\$2,100,000		
Total Scott County ARPA Request	\$3,140,880		

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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 17, 2022

APPROVING CORONAVIRUS LOCAL FISCAL RECOVERY FUND (ARPA) AWARD TERMS AND CONDITIONS TO HHSI, Inc.

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

Section 1. Scott County is in receipt of Coronavirus State and Local Fiscal Recovery Fund as added by the American Rescue Plan Act.

Section 2. The County hereby agrees to the terms and conditions within the grant agreement(s) between Scott County and the HHSI, Inc.

Section 3. The Director of Budget and Administrative Services is hereby authorized to execute said agreement on behalf of the Scott County Board of Supervisors.

Section 4. This resolution shall take effect immediately.

(Using a Rapid ReHousing Approach to combat homelessness)

- The Salvation Army (TSA) utilized federal and grant funding to maintain housing for households facing imminent eviction due to COVID -19
 - TSA has served 471 households from March 2020 to June 2021 through our homeless prevention program
- TSA recognizes the primary need has shifted from homeless prevention and therefore recovery efforts and resources are necessary to move more households from shelter to stability
 - There was a 44% increase in households seeking shelter directly related to COVID-19
 - TSA averages 50 households on our shelter waitlist and anticipates a continual rise in numbers from the aftermath of COVID-19

- TSA will utilize the Rapid Re-Housing Approach to move households from shelter to stability
- Families who are entering homelessness have a higher rate of contracting COVID -19.
 - This is due to lack of affordable healthcare, transportation, and affordable housing, etc
- TSA Shelter Program consists of a motel voucher for up to 120 days along with "wrap around" case management services
- The Rapid Re-Housing Approach would utilize a screening process to assess each household's risk for homelessness and prioritize households based on numerous factors
 - Staff are trained to work with households to find housing and help create stability.
 - Through our long-standing partnerships with landlords in the community, we are able to leverage our relationships to find safe and affordable housing using our financial assistance for up to one year.

Admin Support Services	Description	Costs
Shelter	37 families per month= 148 vouchers per year Motel voucher valid up to 90 days Voucher is \$999/month	\$450,540.00 per year \$1,351,620.00 for total project
Housing	Deposit and Rental Assistance for an average family of 4 for up to one year. Average 2 bedroom (\$750 per unit)-12 Units a year- 36 units for total project	\$356,666.67 per year \$1,070,000 for total project
Support Services	Case management includes meeting with clients weekly, inspections, processing, paperwork, landlord mediation, etc.	FT Case Mgr: \$53,764.00 per year/ \$161,292 for full project, 2 PT Case Mgrs: \$45,696.00 per year/ \$137,088.00 for full project, Divisional Headquarters Support Services: \$33,333.33 per year/ \$100,000 for full project
Admin Services	Programs and Operations Director, Social Services Administrative Coordinator and Development & Volunteer Coordinator providing support with billing, training, creatin additional landlord relationships, budgeting, tracking and reporting data.	\$60,000 per year \$180,000 for total project
Projected Total		\$1,000,000.00 per year/ \$3,000,000.00 for total project

Divisional Hea	d quarte rs	- \$100,000								
Support Service	æs									
\$ 748.00	748,00 Divisonal Commander of the Heartland Division overseeing all activity.									
\$ 23,576.00	Staff accountant in charge of processing ARPA checks requests, inputing payroll journals, drawing down funds, assisting with audits, ect.									
\$ 19,670.00	Chief accountant overseeing finances which include ARP A. Some activity include recording ARP A Income, performing bank recs. Assisting with audits, ect.									
\$ 21,540.00	Business d	irector over	seeing finar	ce activity v	vhich inclu	des ARPA. Main supervisor to the staff accountant.				
\$2,746	Payroll cod	ordinator of	the heartla	nd division.	Process pa	yr oll which includes ARPA staff.				
\$ 5,884.00	Mail clerk that process ARPA checks to mail out along with any other ARPA related mailings. Mail clerk prints all business cards and brochures as requested by staff.									
\$ 3,860.00	HR functions that supports ARP A staff.									
\$ 20,118.00	Divisonal Social Services Director who's duties include overseeing the ARPA grant.									
\$1,858	8 Compliance Coordinator who oversees all divisional employees related compliance including ARPA staff.									
\$ 100,000.00										

Subaward Agreement Between the Scott County, Iowa and The Salvation Army (TSA)

THIS AGREEMENT is made and entered into by and between the Scott County, Iowa (the "Pass-Through Entity" or "PTE"), and The Salvation Army. ("Subrecipient") (collectively "Parties") as of the last date of signature and shall continue through December 31, 2026 (the "Performance Period").

WHEREAS, the Pass-through Entity has received funds from the United States Department of the Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("SLFRF"); and

WHEREAS, Scott County Board of Supervisors (the "Board") allocated over \$6 million of Coronavirus Local Fiscal Recovery Funds for funding housing impact projects to be administered by the PTE; and

WHEREAS, expenditures to address public health and economic impacts must be eligible under the US Treasury Guidance *Final Rule* Department of Treasury "Coronavirus State and Local Fiscal Recovery Funds." 31 CFR Part 35 RIN 1505-AC77.; and

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, pursuant to the Board's commitment on housing support, the Board approved an award to Subrecipient of \$3,000,000 for eligible activities; and

WHEREAS, Subrecipient is to receive one-time capital acquisition costs in advance upon receipt of real property agreements of purchase terms and up to four years operating support costs. There is mutual understanding that any outstanding award funds at the end of Performance Period must be returned to PTE, to return to Treasury; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Subrecipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Subrecipient, and the PTE and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following documents are incorporated and made part of this Agreement:

- 1) Attachment 1 Federal Award Terms and Conditions
- 2) Attachment 2 Pass-Through Entity (PTE) and Subrecipient Contacts
- 3) Attachment 3 Subrecipient Highest Compensated Executives
- 4) Attachment 4A Subrecipient Reporting Requirements
- 5) Attachment 4B Subrecipient Expenditure Reporting Calendar
- 6) Attachment 4C Project Expenditure Report (sample)
- 7) Attachment 5 Subrecipient Statement of Work and Project Budget

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

- 1.0 <u>Activities</u>. The Subrecipient will be responsible for overseeing the implementation of affordable and supportive housing, as detailed in Attachment 5 of this Agreement, in a manner satisfactory to and consistent with Uniform Grant Guidance and the Final American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds and in accordance with program regulations now in effect and as may be amended from time to time as a condition of providing advance payment of these funds.
- 2.0 <u>Objectives</u>. The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective to respond to negative economic impacts exacerbated by the COVID-19 public health emergency, which includes significant impacts to families and individuals with housing needs.
- 3.0 <u>Project Budget</u>. The PTE agrees, subject to the Terms and Conditions of this Agreement, to provide advance payment to Subrecipient for the Statement of Work and in accordance with the budget, both presented in Attachment 5, not to exceed \$3,140,880.
- 4.0 Period of Performance. Services of the Subrecipient shall start on February 17, 2022, and end on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. All of the required activities and services, except for audit, will be completed by or before this date. The PTE may grant extensions at its sole discretion and permissive by US Treasury for any obligations from January 1, 2025 through December 31, 2026. Only a valid written Agreement amendment shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of PTE funds or other PTE assets received in connection with this Agreement.
- 5.0 <u>Performance Monitoring</u>. The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.
- 6.0 <u>Audit Requirement</u>. All governmental and non-profit grant recipients that are required to comply with the Single Audit Act Amendments of 1996, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the State Single Audit Guidelines issued by the Department of Administration, shall ensure that funds awarded by the PTE Order are included in the audit report. A governmental or non-profit Subrecipient shall submit audit reports to the PTE within 180 days of the close of the entity's fiscal year, unless waived by the PTE.
 - 6.1. The Subrecipient shall submit an agreed upon procedures audit upon request from the PTE. This audit will consist of procedures and questions requested by the PTE and will expand beyond the scope of that provided for under the Iowa State Single Audit Guideline requirements.
 - 6.2. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request.

- 7.0 Recordkeeping, Examination of Records and Facilities. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the PTE, its designees, or the Federal government, at any time during normal business hours, as often as the PTE or Federal Government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data.
- 8.0 On Site Monitoring. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE, or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain to Federally funded grant activities.
 - 8.1. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs, such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.
- 9.0 <u>Closeout</u>. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.
- 10.0 <u>Compliance with Law</u>. The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.
- Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project up to the Subaward amount. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.
- 12.0 <u>Suspension</u>. For cause, and 30 day notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.
- 13.0 <u>Termination and Cancellation</u>. The Subrecipient understands and agrees that the PTE may at a later time determine that a Subrecipient is not in compliance with the PTE Order or the terms of this Agreement. In such case, the PTE may terminate the Subaward. Upon termination, the Subrecipient must return all Subaward funds previously disbursed. If the Subrecipient wishes to cancel the Project, the Subrecipient may submit a written request to the PTE requesting that the PTE approve the termination of the Subaward. If the PTE grants the request, the Subrecipient must return all Subaward funds previously disbursed.

- 14.0 <u>Waiver</u>. Failure or delay on the part of either party to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.
- Amendment. This Agreement may be amended at any time by written mutual consent of the Parties.

 Amendments shall be documented in writing, dated, and signed by the Parties.
 - 15.1. The Subrecipient shall notify the PTE of any proposed significant changes to the Statement of Work or Project Budget (Attachment 5) as soon as practicable, and may only make such significant changes if the PTE signs an amendment authorizing and memorializing the significant change. Significant changes include:
 - 15.2. Any change in the list of expenses, as described in Attachment 5 Project Budget.
 - 15.3. Any change in the Project or activities, as described in Attachment 5 Statement of Work.
 - 15.4. Extensions of the performance period will be at the PTE's sole discretion.
- 16.0 <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.
- 17.0 <u>Certification Regarding Lobbying (2 CFR 200.450)</u>. By signing this Agreement, the Subrecipient certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 in accordance with 2 CFR 200.450.
 - 17.1. 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.
 - 17.2. 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 31 U.S.C. 1352. 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.
- 18.0 <u>Debarment, Suspension, and Other Responsibility Matters (2 CFR 180 and 31 CFR 19)</u>. By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.
 - 18.1. Except with respect to sexual orientation, the Subrecipient shall take affirmative action to ensure equal employment opportunities. The Subrecipient shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

- 18.2. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Subrecipient. An exemption occurs from this requirement if the Subrecipient has a workforce of less than fifty (50). Within fifteen (15) working days after this Agreement is executed, the Subrecipient shall submit the Affirmative Action Plan/exemption statement to the Public Service PTE unless compliance eligibility is current. No extensions of this deadline shall be granted.
- 19.0 <u>Federal Funding Accountability and Transparency Act ("FFATA")</u>. This Subaward requires the Subrecipient to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Subrecipient is responsible for ensuring that all applicable requirements of FFATA are met and that the Subrecipient provides information to the State as required.
 - 19.1. The Subrecipient will obtain a Data Universal Numbering System ("DUNS") number upon signing this grant agreement and maintain its DUNS number for the term of this Subaward. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.
 - 19.2. The Subrecipient's failure to comply with the requirements in the special terms and conditions is a material breach of this Subaward for which the State may terminate this Agreement for cause or withhold the funds. The State will not be obligated to pay any outstanding invoice received from the Subrecipient unless and until the Subrecipient is in full compliance with the above requirements.

Pass-Through Entity

Subrecipient

y:	By:
David Farmer Director of Budget & Administrative Services	[Name of signatory] [Title]
600 W 4 th Street Davenport, Iowa 52801 (563) 326-8651	[Address] [Phone]
Date	Date
DUNS: 050812361	DUNS

ATTACHMENT 1 Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to the Scott County, Iowa as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The County provides the following information regarding the source of federal funds:

Federal Award Identification Number:	Federal Award Identification Number: SLFFP4144			
Federal Award Date:	June 24, 2021			
Assistance Listing Number (ALN):	21.027			
Federal Awarding Agency:	Federal Awarding Agency: Department of the Tree			
Total Amount of the Federal Award:	Total Amount of the Federal Award: \$33,592,150			
Research & Development:	Research & Development: No			
	Amount of Federal Funds Obligated by this Subaward:			
Total Amount of Federal Funds Oblig				

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient 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.
- 2. <u>Period of Performance</u>. The period of performance for this award begins on the date hereof and ends on December 31, 2024. An extension may be obligated for the period of January 1, 2025 through December 31, 2026 at the agreement of both parties. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2026.
- 3. <u>Reporting</u>. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5. <u>Pre-award Costs.</u> Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

- 6. <u>Administrative Costs</u>. Recipient may use funds provided under this award to cover both direct and indirect costs.
- 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 8. Conflicts of Interest. Recipient 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 award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award 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 Award 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 award.
 - 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. Governmentwide 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 award 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.
- 10. Remedial Actions. In the event of Recipient's noncompliance with section 603 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 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 11. <u>Hatch Act</u>. Recipient 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.
- 12. <u>False Statements</u>. Recipient understands that making false statements or claims in connection with this award 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.
- 13. <u>Publications</u>. Any publications produced with funds from this award 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 [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (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 section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. 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 Recipient 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.

15. Disclaimer.

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

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient 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 Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient 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.
- 18. <u>Reducing Text Messaging While Driving</u>. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT 2 Pass-Through Entity (PTE) and Subrecipient Contacts

	nformation
PTE	Subrecipient
PTE Name	Subrecipient Name
Address	Address
City, St. ZIP	City, St. ZIP
Website	Website
Administr	ative Contact
Name:	Name:
Phone:	Phone:
Email:	Email:
Financi	al Contact
Name:	Name:
Phone:	Phone:
Email:	Email:
Authori	zed Official
Name:	Name:
Phone:	Phone:
Email:	Email:

ATTACHMENT 3 Subrecipient Highest Compensated Executives

Subrecipient is exempt from reporting exec	cutive compensation: \square Yes \rightarrow Go to next attachment \square No \rightarrow Enter information below
Subrecipient Name: The Salvation Ar	rmy (TSA)
Highest Compensated Executives	
compensation, PTE must also report the compensated executives of their subrecipal subspaces of their subrecipal subspaces of the revenues from Federal awards; and the public the senior executives of the entity through processing the senior executives of their subrecipal through the senior executives of the entity through processing the senior executives of the entity through processing the senior executives of the entity through processing through the senior executives of the entity through processing through the senior executives of the entity through processing the entity through the senior executives of the entity through the	ndix A award term regarding reporting subaward and executive ne names and total compensation of the five most highly pients' if the subrecipient entity in the preceding fiscal year received nues in Federal awards; and \$25,000,000 or more in annual gross a does not have access to this information about the compensation of periodic reports filed under section 13(a) or 15(d) of the Securities 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See 986.
Executive 1	
Name:	Compensation:
Executive 2 Name:	Compensation:
Executive 3	
Name:	Compensation:
Executive 4	Commonsations
Name:	Compensation:
Executive 5	
Name:	Compensation:

ATTACHMENT 4A Subrecipient Reporting Requirements

<u>Project and Expenditure Report</u>. On a quarterly basis, PTE must provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than or equal to \$50,000.

In general, recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to \$50,000:

- Subrecipient identifying and demographic information (e.g., DUNS number and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

<u>Reporting Schedule</u>. Subrecipient shall report to PTE project expenditures in accordance with Subrecipient Expenditure Reporting Calendar (Attachment 4B). Subrecipient shall email completed reports to PTE's Financial Contact (Attachment 2).

Report Format. A sample of the Subrecipient Expenditure Report is attached to this Agreement as Attachment 4C. PTE will email Excel version of report to Subrecipient's Financial Contact (Attachment 2) upon full execution of Agreement. Updated templates may be issued in the future. In the event that a new template is issued, Subrecipients will be notified of the change, and the new template will be made available to Subrecipients. The Subrecipient shall provide a response to each question that is applicable to the type of report being filed and the Project.

ATTACHMENT 4B Subrecipient Expenditure Reporting Calendar

Report	Year	Quarter	Period Covered	Subrecipient Report* to PTE Due by	PTE Report to Treasury Due by	
1	2021	2 & 3	Award Date – Sep 30	Oct 15, 2021	Oct 31, 2021	
2	2021	4	Oct 1 - Dec 31	Jan 17, 2022	Jan 31, 2022	
3	2022	1	Jan 1 - Mar 31	Apr 15, 2022	Apr 30, 2022	
4	2022	2	Apr 1 - Jun 30	Jul 15, 2022	Jul 31, 2022	
5	2022	3	Jul 1 - Sep 30	Oct 17, 2022	Oct 31, 2022	
6	2022	4	Oct 1 - Dec 31	Jan 17, 2023	Jan 31, 2023	
7	2023	1	Jan 1 - Mar 31	Apr 14, 2023	Apr 30, 2023	
8	2023	2	Apr 1 - Jun 30	Jul 17, 2023	Jul 31, 2023	
9	2023	3	Jul 1 - Sep 30	Oct 17, 2023	Oct 31, 2023	
10	2023	4	Oct 1 - Dec 31	Jan 17, 2024	Jan 31, 2024	
11	2024	1	Jan 1 - Mar 31	Apr 16, 2024	Apr 30, 2024	
12	2024	2	Apr 1 - Jun 30	Jul 17, 2027	Jul 31, 2024	
13	2024	3	Jul 1 - Sep 30	Oct 17, 2024	Oct 31, 2024	
14	2024	4	Oct 1 - Dec 31	Jan 17, 2025	Jan 31, 2025	
15	2025	1	Jan 1 - Mar 31	Apr 16, 2025	Apr 30, 2025	
16	2025	2	Apr 1 - Jun 30	Jul 17, 2025	Jul 31, 2025	
17	2025	3	Jul 1 - Sep 30	Oct 17, 2025	Oct 31, 2025	
18	2025	4	Oct 1 - Dec 31	Jan 16, 2026	Jan 31, 2026	
19	2026	1	Jan 1 - Mar 31	Apr 16, 2026	Apr 30, 2026	
20	2026	2	Apr 1 - Jun 30	Jul 17, 2026	Jul 31, 2026	
21	2026	3	Jul 1 – Sep 30	Oct 16, 2026	Oct 31, 2026	
22	2026	4	Oct 1 – Dec 31	Mar 17, 2027	Mar 31, 2027	

^{*}Email completed expenditure reports in accordance with the period of performance as stated in the Agreement, by the Subrecipient Report to PTE due date to <u>david.farmer@scottcountyjowa.gov</u> and <u>lori.elam@scottcountyjowa.gov</u>.

ATTACHMENT 4C Subrecipient Expenditure Report (sample)

A	В	С	D	Ē	F	G	н	1	
1									
	Evidence		% complete						Т
	Based Interventi	Disadvantage d	as of latest reporting						
2 Expenditure Category	ons	Communities	period	County Strategic Plan Goal	Contract Award Obligation	Contract Expenditures	Contract Award Obligation	Contract Expenditures	Cor
				,					+
Period Covered					March 3 - December 31	March 3 - December 31	January 1- March 31	January 1- March 31	Ap
4 Reporting Due Date					1/31/2022	1/31/2022	4/30/2022	4/30/2022	2
Submission Date to County					1/17/2022	1/17/2022	4/16/2022	4/16/2022	2
1 3.7 Healthy Childhood Environments: Home Visiting* ^	х	X							
2 3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^	х	х							Т
3 3.9 Healthy Childhood Environments: Other* ^	х	x							Т
4 3.10 Housing Support: Affordable Housing* ^	x	X							
5 HHSI - Supportive Housing				Great Place to Live					
6 3.11 Housing Support: Services for Unhoused Persons* ^	X	X							T
7 Salvation Army - Shelter to Stability				Great Place to Live					
8 Carol's Gardens				Great Place to Live					
9 3.12 Housing Support: Other Housing Assistance* ^	X	X							\perp
3.13 Social Determinants of Health: Other* ^	Х	X							
1 3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators* ^	X	X							\perp
2 3.15 Social Determinants of Health: Lead Remediation ^		X							\perp
3 .16 Social Determinants of Health: Community Violence Interventions* ^	Х	X							
4 4: Premium Pay									\perp
5 4.1 Public Sector Employees									
6 4.2 Private Sector: Grants to Other Employers									\perp
7 5: Infrastructure27									_
8 5.1 Clean Water: Centralized Wastewater Treatment									\perp
				Financially Responsible					
7.1 Administrative Expenses				Government					_
5.2 Clean Water: Centralized Wastewater Collection and Conveyance									4
1 Scott County Parks - Wastewater Treatment Collection and Conveyance				Great Place to Live					\perp

ATTACHMENT 5 Statement of Work & Project Budget

Statement of Work: ⊠ Below ⊠ Attached

Using a Rapid Re-Housing Approach to combat homelessness

- The Salvation Army (TSA) utilized federal and grant funding to maintain housing for households facing imminent eviction due to COVID-19
 - TSA has served 471 households from March 2020 to June 2021 through our homeless prevention program
- TSA recognizes the primary need has shifted from homeless prevention and therefore recovery efforts and resources are necessary to move more households from shelter to stability
 - o There was a 44% increase in households seeking shelter directly related to COVID-19
 - TSA averages 50 households on our shelter waitlist and anticipates a continual rise in numbers from the aftermath of COVID-19
- TSA will utilize the Rapid Re-Housing Approach to move households from shelter to stability
- Families who are entering homelessness have a higher rate of contracting COVID-19.
 - o This is due to lack of affordable healthcare, transportation, and affordable housing, etc
- TSA Shelter Program consists of a motel voucher for up to 120 days along with "wrap around" case management services
- The Rapid Re-Housing Approach would utilize a screening process to assess each household's risk for homelessness and prioritize households based on numerous factors
 - Staff are trained to work with households to find housing and help create stability.
 - Through our long-standing partnerships with landlords in the community, we are able to leverage our relationships to find safe and affordable housing using our financial assistance for up to one year

Indirect Cost Rate (IDR) Applied: _% Rate Type: _

Project Budget: ⊠ Below ⊠ Attached

Admin Support Services				Descrip	tion	Costs			
Shelter	Motel v		onth= 148 void up to 90 nonth		r year	\$450,540.00 per year \$1.351,620.00 for total project			
Housing		verage 2 b			average family of 4 for up to one nit)-12 Units a year- 36 units for	\$356,666.67 per year \$1,070,000 for total project			
Support Services	Case management includes meeting with clients weekly, inspections, processing, paperwork, landlord mediation, etc.					FT Case Mgr: \$53,764.00 per year/ \$161,292 for full project, 2 PT Case Mgrs: \$45,696.00 per year/ \$137,088.0 for full project, Divisional Headquarters Support Services \$33,333.33 per year/ \$100,000 for full project			
Admin Services	Coordi	nator and l t with billi	Developm	ent & Volu g, creatin	ocial Services Administrative unteer Coordinator providing additional landlord relationships, a.	\$60,000 per year \$180,000 for total project			
Projected Total						\$1,000,000.00 per year/ \$3,000,000.00 for total project			
Divisional Headquarters-	5100,000								
Support Services									
\$ 748,00 Divisonal Co	mmander	of the Heart	tland Division	on oversæi	ng all activity.				
T						ing down funds, assisting with audits, ect.			
						A Income, performing bank recs. Assisting with audits, ect.			
\$ 21,540.00 Business director overseeing finance activity which includes ARPA. Main supervisor to the staff									
\$2,746 Payroll coor	dinator of	the heartla							
\$ 5,884.00 Mailclerkth	at process	ARPA chec	ail clerk prints all business cards and brochures as requested by sta						
\$ 3,860.00 HR functions that supports ARPA staff.									
\$ 20,118.00 Divisonal So									
\$1,858 Compliance	Coordinate	or who over	sees all div	isional emp	oloyees related compliance including A	ARPA staff.			
\$ 100,000,00									

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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 17, 2022

APPROVING CORONAVIRUS LOCAL FISCAL RECOVERY FUND (ARPA) AWARD TERMS AND CONDITIONS TO THE SALVATION ARMY.

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

Section 1. Scott County is in receipt of Coronavirus State and Local Fiscal Recovery Fund as added by the American Rescue Plan Act.

Section 2. The County hereby agrees to the terms and conditions within the grant agreement(s) between Scott County and the Salvation Army.

Section 3. The Director of Budget and Administrative Services is hereby authorized to execute said agreement on behalf of the Scott County Board of Supervisors.

Section 4. This resolution shall take effect immediately.

INFORMATION TECHNOLOGY

416 West Fourth Street Davenport, Iowa 52801-1187

Ph: (563) 328-4100 Fax: (563) 326-8669

www.scottcountyiowa.com



February 8, 2022

To: Mahesh Sharma, County Administrator From: Matt Hirst, Information Technology Director

Subject: Enterprise Storage Upgrade Project

Scott County Information Technology has received a quote for Storage Area Network (SAN) hardware for a Scott County and SECC SAN upgrade project. The cost for this HP 3Par SAN hardware and professional setup services is \$93,102.56 and \$53,120 for four (4) years of operational maintenance and support.

Information Technology currently supports a SAN array at both the County and SECC with approximately 102 Terabytes (TB) of storage at each location. This project will upgrade both SAN arrays at Scott County and SECC approximately sixty-two (62) Terabytes (TB). The storage upgrade is necessary to facilitate three large software upgrade projects (CAD/RMS, ECM, ERP) this year.

The advantage of upgrading the current SAN is the project leverages the approximately \$700k investment the County and SECC have made since 2015 and extends the functional life of the current hardware solution several years.

Notes:

- Pricing for this 3PAR storage upgrade was obtained directly through HP and quoted as an HP Big Deal, HP's most competitive sourcing framework.
- Pricing was compared to and beats the State of Iowa NASPO (National Association of State Procurement Officials) contract with HP by \$591 per drive for acquisition and maintenance. (Pricing through NASPO is competitively sourced and is available for use by all State of Iowa Agencies and Political Sub-Divisions within the State of Iowa including Scott County.)

As part of I.T.'s due diligence in investigating this purchase, it was determined HP Big Deal pricing provides approximately \$97,761 savings to Scott County over commonly available purchasing alternatives. (NASPO, GSA)

It is recommeded that the Board approve the quote from Hewlett-Packard for \$146,222.56. Budget dollars are available in the Scott County Capital Improvement Program budget to fund the cost of this project. SECC will fund fifty (50) percent of project costs.

Cc: Dave Donovan

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

February 17, 2022

APPROVING ENTERPRISE STORAGE UPGRADE PROJECT

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

- Section 1. The purchase of Hewlett-Packard Storage Area Network upgrade and professional installation services in the amount of \$93,102.56 and four years of maintenance in the amount of \$53,120 is hereby approved.
- Section 2. This resolution shall take effect immediately.

Scott County Auditor's Office Auditor Kerri Tompkins 600 W. 4TH Street Davenport, Iowa 52801

Ph: (563) 326-8631 Fax: (563) 326-8601

www.scottcountyiowa.gov



February 17, 2022

To: Board of Supervisors

From: Kerri Tompkins

RE: Election Purchases

Due to the recent redistricting, Scott County must increase their voting precincts by three. The proposed purchases are for the election equipment for these three new sites, as well as two additional machines in each category to increase the inventory for back-up purposes.

Scott County purchased all new voting equipment with ES&S in 2017 and this was a significant investment, \$713,146.21. As individual machines need to be added or replaced, it is necessary to have the same machine with the same company to ensure a seamless election. Therefore, separate bids are not provided or optional for this purchase. Please note the cost increase is less than 8% from the original purchase price in 2017 (\$5,750 in 2017 and \$6,200 in 2022). The proposed purchase includes five each of the following:

- DS200 Precinct Scanners
- -Express Vote Ballot Marking Device

The total cost of this equipment (with maintenance) is \$54,520.00 and is part of a future budget amendment.

Thank you for your consideration.

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

February 17, 2022

APPROVING THE PURCHASE OF AUDITOR'S OFFICE ELECTION EQUIPMENT

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

Section 1. The purchase of five DS200 Precinct Scanners and five Express Vote

Ballot Marking Devices for \$54,520.00 including maintenance from

ES&S is hereby approved.

Section 2. This resolution shall take effect immediately.

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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

February 17, 2022

APPROVING THE SETTING OF A PUBLIC HEARING ON AN AMENDMENT TO THE COUNTY'S CURRENT FY22 BUDGET

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

- Section 1. A public hearing date on an amendment to the County's current FY22 Budget is set for Thursday, March 17, 2022 at 5:00 p.m.
- Section 2. The County Director of Budget and Administrative Services is hereby directed to publish notice of said amendment as required by law.
- Section 3. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street Davenport, Iowa 52801-1003

Office: (563) 326-8702 Fax: (563) 328-3285 www.scottcountyjowa.gov



February 8, 2022

TO: Mahesh Sharma, County Administrator

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

RE: FY23 Maximum Proposed Tax Levy and Setting Public Hearing of FY 2023

Budget

Please find attached the resolution to approve the FY23 Maximum Proposed Tax Levy. The public hearing is to be held on Thursday, February 17, 2022 and advanced notice of the hearing was published Wednesday February 2, 2022 in the two official County newspapers and was posted on the county website according to state law.

The maximum tax levy hearing is in accordance with SF 634 (2019 legislative session). Following the public hearing SF 634 requires a resolution be adopted approving the maximum tax dollars (property tax plus utility replacement tax requests) that may be assessed during the year. Following the resolution adopting the maximum tax levy, the board may set the time, date and place for the hearing on the regular county budget. This is tentatively scheduled for March 17, 2022. The budget is required to be adopted by March 31, 2022. A resolution setting the budget hearing is also attached as a separate action.

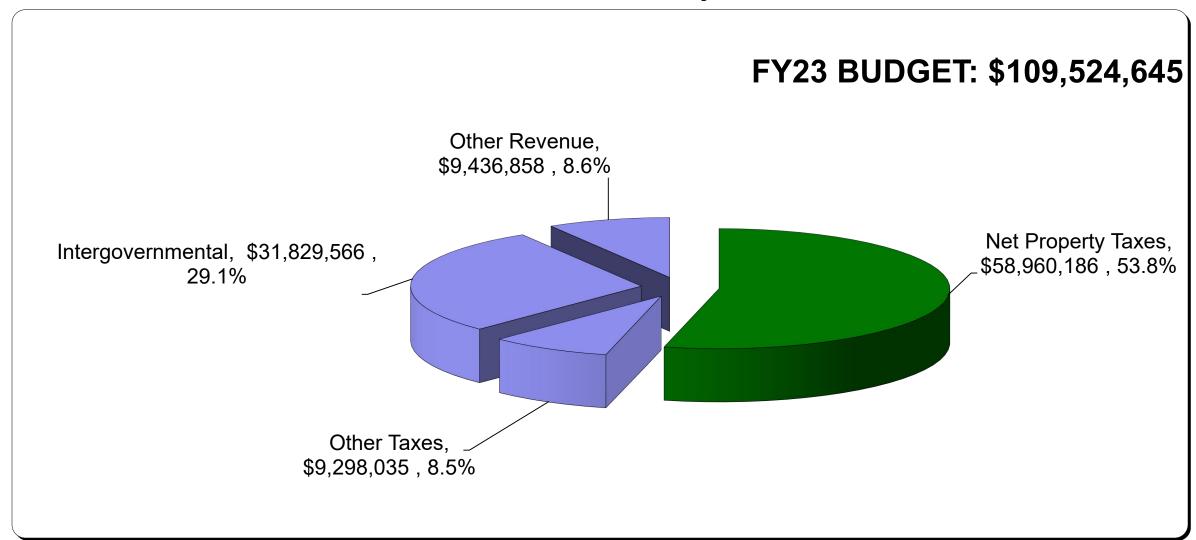
The proposed maximum tax levy dollars is \$61,617,382 within the General Fund and \$3,600,000 within the rural services fund. The County may not exceed the approved amount of the maximum tax levy or the published budget.

FY23 Max Tax Levy Public Hearing

February 17, 2022



FY 23 Revenues by Source



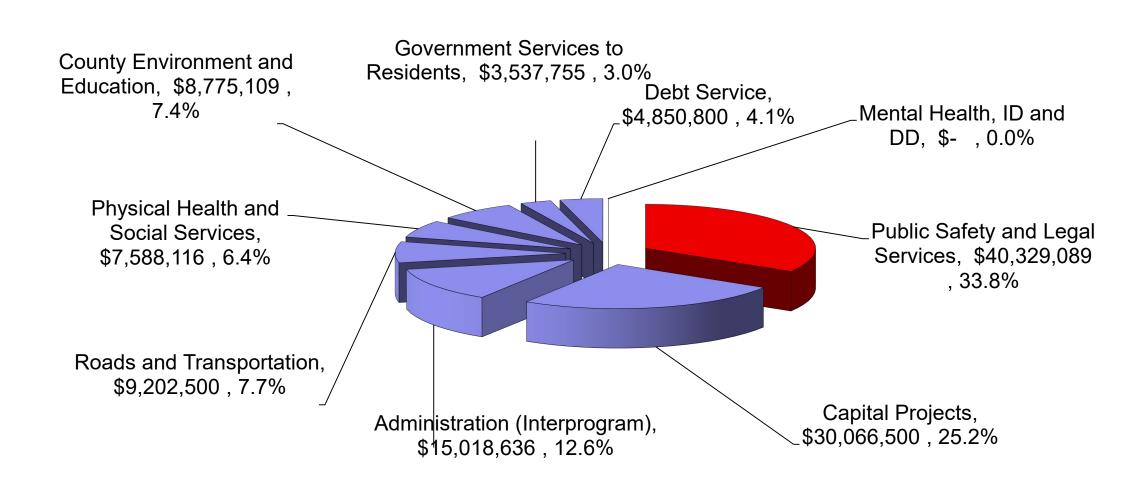
Maximum Tax Levy

	FY 22	FY 23 Proposed Maximum	Proposed Percentage Change	FY 23 Budget	FY 23 Budget Percentage
General Services	\$51,713,337	\$61,617,382	19.15%	\$56,759,787	11.10%
Estimated Tax Rate	\$5.36250	\$6.14115	14.52%	\$5.65701	5.49%
Rural Services	\$3,418,597	\$3,600,000	5.31%	\$3,481,144	1.82%
	\$2.89905	\$2.96803	2.38%	\$2.87004	-1.01%

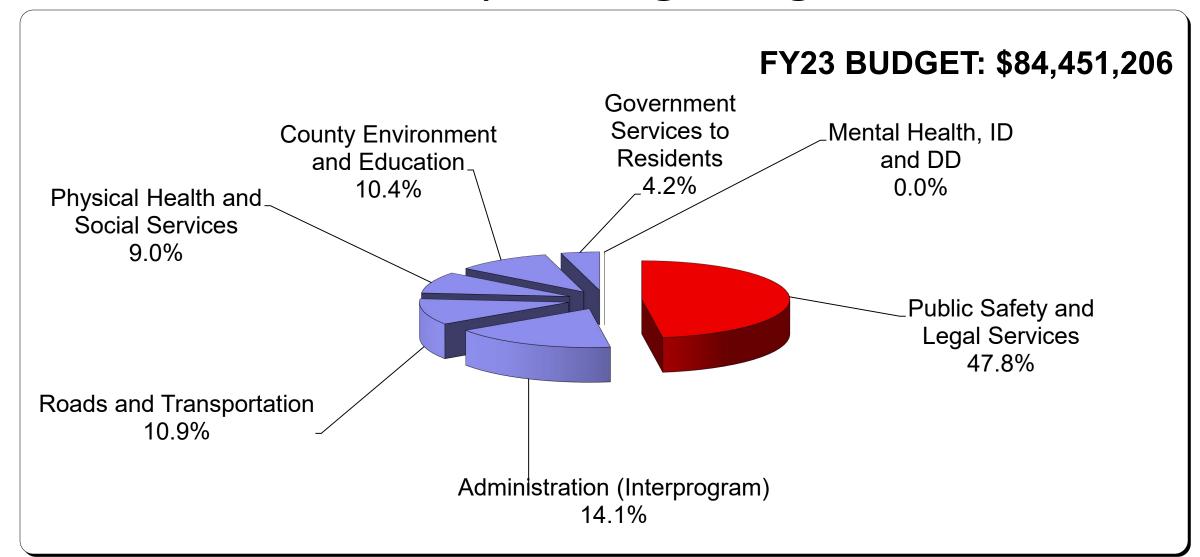
To fund fiscal year 2023 General Fund and Rural Service for continuing operations; including salary and benefit adjustments, departmental staffing request, increased cost of occupancy. County wide taxable valuation grew at 4.0% and unincorporated areas grew at 2.9%. Maximum budget dollars provides for County budget evaluation through the budget adoption process.

FY 23 Budget





FY 23 Operating Budget



FY23 Budget Overview

- General Fund Budget
 - COLA / Steps / Benefit Estimates
 - Required transfers SECC, EMA, Secondary Roads
 - Strategic Plan \$377,000 use of assigned fund balance spending in FY 23
 - Increased tax support for Capital improvements \$1.1 million
 - Departmental goals and outcomes fully funded
- Ending General Fund Unassigned Balance Estimate \$12,190,501 or 17.0% of FY 23 expenditures
- Urban Levy Rate

FY22 - \$6.04 FY23 - \$5.95

Rural Levy Rate

FY22 - \$8.94 FY23 - \$8.82



Summary

- Property Tax Rates:
 - Urban rate decreased from \$6.04 to \$5.95, residential sees
 5.5% decrease of same value home.
 - Rural rate decreases from \$8.94 to \$8.82, residential sees
 5.3% decrease of same value home.
- County budgeted funds at \$119,368,505 to fund operating and capital budget
- 2023 Capital Budget of \$30.7 M and six year plan of \$95.2 M fully funded without borrowing



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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 17, 2022

AUTHORIZING THE MAXIMUM PROPOSED TAX LEVIES FOR FISCAL YEAR 2023

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

Section 1. The County will adopt a maximum proposed tax levy of \$61,617,382 for general services (General Fund) and \$3,600,000 for Rural Services.

Section 2. The county posted this notice on the County website and social media as of January 21, 2022 and in the Quad City Times and North Scott Press as of February 2, 2022.

Section 3. This resolution shall take effect immediately.

Roll Call Vote:
Beck:
Maxwell:
Knobbe:
Kinzer:
Croken:

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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

February 17, 2022

AUTHORIZING THE SETTING OF A PUBLIC HEARING ON THE FY23 ANNUAL BUDGET AND THE FIVE YEAR CAPITAL IMPROVEMENT PLAN

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

Section 1. All County departmental FY23 budget requests and all authorized agency FY23 funding requests are hereby authorized for filing and publication as the budget estimate for FY23. The published budget levy amount for the General Fund (General Services) and Rural Services Fund shall not exceed the maximum tax levy amount approved by board resolution.

Section 2. The Board of Supervisors hereby fixes the time and place for a public hearing on said budget estimate for Thursday, March 17, 2022 at 5:00 p.m. in the Board Room at the Scott County Administrative Center or virtually as directed by the Board's agenda.

Section 3. The Scott County Director of Budget and Administrative Services is hereby directed to publish the notice and estimate summary as required by law.

Section 4. This resolution shall take effect immediately.