

OFFICE OF THE COUNTY ADMINISTRATOR

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September 16, 2022

TO: Mahesh Sharma, County Administrator

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

RE: Memorandum of Understanding Between Scott County and City of Davenport 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 received \$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 the City of Davenport have developed a memorandum of understanding for a shared funding agreement for two projects: 1) Clean Water: Centralized Wastewater Collection and Conveyance (reporting section 5.2), and 2) Scott County's Youth Justice and Rehabilitation Center Project (specifically the assessment center and programming area)(herein after YJRC). The City of Davenport will be lead agency for the completion of the Duck Creek Sewer Project. The County will contribute up to \$1,600,000 on a reimbursable basis to the project. Costs must be submitted for reimbursement by December 31, 2023. Scott County will be the lead agency for the completion of the YRJC. The City of Davenport payment will be made in lump sum or before December 1, 2022.

A memorandum of understanding is attached for approval and authorization. The City of Davenport will consider the item for approval on September 28, 2022.

I will be at the September 27, 2022 Committee of the Whole to address any additional questions.

CC: Jeremy Kaiser, YJRC Director
Tammy Speidel, Facility and Support Services Director

MEMORANDUM OF UNDERSTANDING
Between
Scott County
And
City of Davenport

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") dated as of the last date written below ("Effective Date"), sets forth the funding agreement for implementing and funding two projects that benefit both entities hereinafter referred to as the "projects". Scott County, Iowa and the City of Davenport are referred to jointly as the "parties".

1. Purpose of MOU: The purpose of this MOU is to establish a shared funding agreement and approach for two projects including Scott County's Youth Justice and Rehabilitation Center Project (specifically the assessment center and programming area) (herein after YJRC) and the City of Davenport's Duck Creek Sewer Project.
2. Effective Date and Term: The effective date of this MOU shall be the _____ day of _____, 2022. The term shall run until all funds have been disbursed and any sub-recipient monitoring and associated reporting period has concluded unless modified by the parties in writing.
3. Scott County, Iowa, Roles and Responsibilities: For the term of this MOU, Scott County, Iowa agrees to the following:
 - a. Serve as the lead agency for the completion of the YJRC retain sole decision-making authority related to this project.
 - b. Properly account for and monitor all of the City's disbursed funds in accordance with this agreement.
 - c. Ensure that the City's funds are spent solely on the YJRC Project.
 - d. Serve as the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds reporting entity for funds disbursed to the City of Davenport and conduct sub-recipient monitoring activities as required.
4. City of Davenport, Roles and Responsibilities: For the term of this MOU, the City of Davenport agrees to the following:
 - a. Serve as the lead agency for the completion of the Duck Creek Sewer Project and retain sole decision-making authority related to this project.
 - b. Properly account for and monitor all of Scott County's disbursed funds in accordance with this agreement.
 - c. Ensure that Scott County's funds are spent solely on the Duck Creek Sewer Project.
 - d. Cooperate with Scott County on any sub-recipient monitoring requests made related to the use of American Rescue Plan Act funds.
5. Funding Structure and Costs: To ensure the overall completion of these projects, the parties agree to provide funding as follows:
 - a. The payment allocations from the parties shall be as follows:
 - i. Scott County, Iowa: a one-time payment of one million six hundred thousand and 0/100 dollars (\$1,600,000).
 - ii. City of Davenport: a one-time payment of one million six hundred thousand and 0/100 dollars (\$1,600,000).

- b. The City of Davenport's payment to Scott County, Iowa will be made through a lump sum payment payable on or before December 1, 2022.
 - c. Scott County, Iowa's payment to the City of Davenport will be made as a lump sum reimbursement for costs incurred; payment will be remitted to the City of Davenport within thirty (30) days of substantiation of costs. The reimbursement must be applied for by December 31, 2023.
6. Distribution Upon Dissolution: If these projects should cease to move forward to the construction phase, any and all received funds shall be returned to the originating entity within thirty (30) days notification. If partial construction occurs, the remaining funds shall be returned to the respective entities; however, it should be assumed that the contributing entity's funds will be spent first.
 7. Counterparts: The parties agree that this MOU has been or may be executed in several counterparts, each of which shall be deemed an original. All such counterparts shall together constitute one and the same instrument.
 8. Modification: This MOU may be modified or supplemented by any of the parties; provided, that any such amendment or modification shall be in writing and executed in the same format as this MOU to be effective.
 9. Not A Joint Venture: The parties to this MOU are not partners or joint venturers with each other, and nothing herein shall be construed to make them partner or joint venturers or impose any liability as such on either of them.
 10. Signatures: All parties shall execute this MOU through signature on the following page.

SIGNATURE PAGE

Signed on behalf of Scott County, Iowa

Signature

Printed Name/Title

Date

Subscribed and sworn to me on the _____ day of _____, 2022.

Notary Public:

Signed on behalf of City of Davenport

Signature

Printed Name/Title

Date

Subscribed and sworn to me on the _____ day of _____, 2022.

Notary Public:

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

SEPTEMBER 29, 2022

APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN SCOTT COUNTY
AND THE CITY OF DAVENPORT

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 memorandum of understanding between Scott County and the City of Davenport.

Section 3. The County Chair is hereby authorized to execute said agreement on behalf of the Scott County Board of Supervisors.

Section 4. This resolution shall take effect immediately.