

A G E N D A

**Reno County Annex Conference Room
125 W. 1st Avenue
Tuesday, February 7, 2023, 9:00AM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the American Flag and Prayer**
- 3. Welcome and Announcements by Commission Chair**
- 4. Public Comment on Items not on the Agenda**
Please come forward to the podium, state your name and address, and limit your remarks to not more than 5 minutes per item
- 5. Determine Additions or Revisions to the Agenda**
- 6. Consent Agenda**
 - 7A. Vouchers (bills or payments owed by the county or related taxing units.)
 - 7B. BOCC minutes for January 9th, 24th, 2023 for approval
- 7. Business Items**
 - 07A. **Tabled from 1/24/23:** ARPA Subrecipient Agreement with Interfaith Housing for \$4,000,000
 - 07B. **Tabled from 1/24/23:** ARPA Subrecipient Agreement with United Way of Reno County for \$4,500,000 (childcare)
 - 07C. Commission Goals and Priorities Discussion
- 8. Adjournment**



AGENDA ITEM

AGENDA ITEM #6.B

AGENDA DATE: February 7, 2023

PRESENTED BY: Cindy Martin

AGENDA TOPIC:
BOCC minutes for January 9th, 24th, 2023 for approval

SUMMARY & BACKGROUND OF TOPIC:
n/a

ALL OPTIONS:
Approve
Change
Deny

RECOMMENDATION / REQUEST:
Approve minutes

POLICY / FISCAL IMPACT:
n/a

January 9, 2023
Reno County Annex
Hutchinson, Kansas

The Board of Reno County Commissioners held an agenda session with Chairman Daniel Friesen, Commissioner Ron Hirst, and Commissioner Ron Sellers, County Administrator Randy Partington, and Minutes Clerk Cindy Martin, present. County Counselor Patrick Hoffman was not available.

The meeting began late with the Pledge of Allegiance followed by a short sectarian prayer led by Pastor Jeff Arnold, South Hutchinson Christian Church.

County Planner Mr. Vonachen stated that Mr. Jorns was one of the founding members on the Planning Commission in the 1990's assisting on the current Planning Commission regulations. Mr. Jorns served two different terms and stated that his knowledge and expertise that will be missed by the Planning Commission and staff. The Board of County Commissioners thanked Mr. Jorns for his service on the Planning Commission and all appreciated what he had done for the Reno County community. Mr. Vonachen, Mr. Friesen, and Mr. Brittain presented Ken Jorns a plaque for serving nine years on the Planning Commission. Mr. Jorns thanked the County Commission and stated it was an honor to serve. He said he enjoyed being on the Planning Board then wished the Planning Board worked out for the best.

There were no public comments or additions added to the agenda.

Mr. Sellers moved, seconded by Mr. Hirst to approve the Consent Agenda consisting of items 6A through 6L includes the Accounts Payable Ledger for claims payable on December 23rd, 2022, totaling \$363,191.30; includes the Accounts Payable Ledger for claims payable on December 30th, 2022, totaling \$196,951.89; includes the Accounts Payable Ledger for claims payable on January 6th, 2023, totaling \$185,779.56; to approve BOCC minutes for November 22nd, November 29th, and December 13th, 2022; approve added, abated and escaped taxation change orders numbered 2022-768, 774, 785, 790, 798, 807, 810, 811, 813, 816, 817, 818, 840; approve appointment of the Fire Chief and Assistant Fire Chief of Fire District #4 (Chief Brady Baker and Assistant Tyler Eash);

approval of Planning Case #2022-09 with a resolution #2023-01; **A RESOLUTION ORDERING THE VACATION OF A 20-FOOT-WIDE UTILITY EASEMENT LOCATED IN HABIT #3 SUBDIVISION, A SUBDIVISION LOCATED IN PORTIONS OF SECTIONS 29 & 32 OF T24'S, R5W OF THE 6TH P.M., RENO COUNTY, KANSAS** (4J's Holding, LLC). The address to the property is 1816 E. Wasp Road; approval of Planning Case #2022-10 with a resolution #2023-02; **A RESOLUTION ORDERING THE VACATION OF A 16-FOOT WIDE UTILITY EASEMENT LOCATED IN CEDARVIEW LODGE REPLAT SUBDIVISION, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER SECTION 19, T26S, R4W OF THE 6TH P.M., RENO COUNTY, KANSAS** (easement located between Lots 7 and 8, Block 1 of Cedarview Lodge Replat Subdivision). The address of the property is 25306 S. Cedarview Drive; approval of Planning Case #2022-11 a request by Cargill, Inc. (Applicant Evergy Jessica Keck) for a conditional use permit to expand an existing electrical substation on land zoned AG - Agricultural District. The property is located on the west side of S. Halstead Street, approximately ½ mile south of the intersection of S. Halstead Street and E. Avenue G; approval to declare equipment/property at the Solid Waste Department as surplus property to be sold on PurpleWave; authorize the County Administrator to sign the title for the 2000 Volvo WG64 Dump Truck with VIN 4V5JC2H8YN869631; approval and adopt a new burn resolution replacing resolution 2017-12. Resolution #2023-03; **A RESOLUTION PERTAINING TO OPEN BURNING AND ESTABLISHING REQUIREMENTS, RESTRICTIONS AND PROHIBITED ACTS WITH RESPECT THERETO; AND RECINDING RESOLUTION NO. #2017-12**; approve K-61 Agreement with City of Hutchinson and KDOT (Kansas Department of Transportation); approval for \$50,000 fund transfer from Register of Deeds Technology Fund to Reno County Technology Fund per K.S.A. 25-115 (c)(g) as presented by staff.

Mr. Hirst commented that the burn resolution had been changed with regards to a modified kitchen/smoker/BBQ outfits taking away the 50-foot from a structure for recreational burning. He filled out the application and found it to be fairly easy.

Mr. Sellers clarified with Mr. Brittain that the K-61 agreement was cleaning up the language that had not been done in previous years, Mr. Brittain confirmed that was correct.

The motion was approved by a roll call vote of 3-0.

7A. Mr. Partington stated authorization was given in October of 2022 for bids to be sent for the Reno County Courthouse roof replacement, and those bids came back in December with the lowest bid in excess of \$340,000. Mr. Partington stated that the architect had estimated the cost to be between \$110,000 and \$140,000. **Mr. Hirst moved, seconded by Mr. Sellers,** to do modifications to the specs and reject all bids and bring back at the January 24th agenda meeting. Mr. Hirst stated the water damage needs to be fixed, and said he was disappointed the architects estimate was so low. He hoped to get local bids to come in for fixing the issue and would like to look at specs as well as pricing. The motion was approved by a roll call vote of 3-0.

8. Commissioner Sellers commented to the Board and community members since this was his final day on the Reno County Commission. He had ten final topics from his four years on the Board. He stated in his time with the Commission he had taken his job very seriously and was very community service oriented. **First**, it was an honor to serve as an elected official with the county since 2019 and he learned a lot about county business in that time. **Second**, he thanked the people who were there when he was elected and gained a close working relationship with then Administrator Gary Meagher and existing County Counselor Joe O'Sullivan. Mr. Meagher was a seasoned government official that knew the county business very well and Mr. O'Sullivan was an interesting person to work with. Mr. Sellers admired Mr. O'Sullivan greatly stating he was fun to work with, he loved Reno County, he always made decisions that were for the betterment of the county and knew more history of Reno County than anyone Mr. Sellers knew that lived in the county. **Third**, in 2019 Mr. Meagher announced his retirement. The Board consisted of Mr. Bush, Mr. Hirst and Mr. Sellers and they decided to hire Randy Partington who started early 2020. One of Mr. Partington's strengths is working with budgets which he continues to improve the process each year. Mr. Partington is working on a digital budget book that would be available to anyone on an ongoing basis. Mr. Partington also worked with department heads to revise the mission statement for Reno County, has reviewed goals for departments, has been excellent in hiring new department heads, and stated that his communication between us was very good and it has been a pleasure to work with Mr. Partington. **Fourth**, Commissioner Bob Bush passed away on October 12, 2020, and stated that it was a great loss for the county and our community.

Mr. Sellers stated he would always have great respect for Mr. Bush and the fact that they got to work together both at the City of Hutchinson and Reno County. He said Mr. Bush had a great understanding and wisdom of our community issues. **Five**, Commissioner Ron Hirst was re-elected, and Commissioner Daniel Friesen was elected in November 2020 both taking office in January 2021. Mr. Sellers stated he appreciated their working relationship and had great respect for both of them and hoped that it was mutual. He stated Mr. Hirst brings a great history of the workings of Reno County and its rural economy which is important to the commission. He respected Mr. Friesen for many things but liked the fact he wanted departments to create goals and show how those goals are being produced, that was one thing he brought to department discussions. Mr. Sellers said he enjoyed working with both Commissioners. **Six**, during his term as commissioner, he and Mr. Bush worked to decrease commission meetings from weekly to bi-weekly giving the administrator the ability to run the daily business of the county and the commissions job is to provide him oversight for issues he may need looked into. He thought going from weekly to bi-weekly meetings was a great improvement in government, helping department heads and administrator with better time management. **Seven**, in November 2022 voters in Reno County voted to go from three to five commissioners which he believes is a positive change and will be a big service to the county administrator and this county's citizens. He has served on three boards all with more than three members. He believes with more members you have more ideas coming from the commission which makes better decisions in the process. **Eight**, congratulations to Randy Parks and Don Bogner on their election to the Commission, he thought they would serve the citizens of Reno County well. He acknowledged the appointment by the Republican Party of John Whitesel to the Commission replacing commissioner elected Mark Reese. While he is leaving the commission his love and respect for the community will continue. He told the new members if they wanted to ask his advice they would just have to ask. **Nine**, with newly elected/appointed commissioners the county should have a better chance of having our state elected officials show some concern for our county legislative policy. In the past the Kansas legislative representatives have showed little if no interest in local Reno County concerns controlled at the state level. **Ten**, he thanked the Reno County department heads and employees for their assistance that they had provided in the last four years. He did not realize that Reno County had such an excellent management group and a great group of employees that serve the citizens very well.

He mentioned two departments in particular, the County Clerk's staff that had been most helpful to him. Another thing he appreciated about that department was they seemed to have a really good time while accomplishing their duties. It has been fun to work with them and thanked the staff for helping our meetings run smoothly. He thanked Shonda Arpin Administrative Associate to the County Administrator for her assistance. He said he would have been lost many times dealing with computer issues. Thank you so much Shonda for your help. He thanked the Board for the atmosphere that you have given the county the last few years. We did not always agree but we left the table appreciating the others view on an issue. He hoped the county was better off with their last four years of effort. Thank you and all the best for Reno County in the years to come.

Mr. Hirst appreciated all the time and effort Mr. Sellers put into this job. He said it was an important one that he fulfilled admirably. We have had our differences but respected each other. He really appreciated working with him.

Mr. Friesen appreciated the time Mr. Sellers put into the commission and noted that he was always very well read on all the issues. Mr. Friesen stated Mr. Sellers always had the community's best interest at heart even if we did not always agree on what that was. He totally agreed that Mr. Sellers put all his heart into it and cared about the community. He thanked and honored Mr. Sellers time and service with the commission. He appreciated what he had done for the community.

Mr. Partington appreciated that he was one of the three who hired him. Mr. Partington stated he loves Reno County and knows that you, Mr. Sellers, care a lot about the City of Hutchinson and Reno County and everyone involved with the community. It has been an honor working with him for the last three years. We will definitely miss you.

District Court Judge Trish Rose did the swearing in of the new commissioners. She started with reading the oath for Randall Parks having him agree and sign the oath. She then read the oath for Don Bogner having him agree and sign his oath.

Mr. Friesen recessed the meeting at 9:42 a.m. for 20 minutes until 10:02 a.m. when he welcomed the new members of the commission.

The meeting reconvened with all Commissioners, County Administrator Randy Partington, and Minutes Clerk Cindy Martin, present. Commissioner Friesen welcomed both new commissioners.

10A & 10B. **Mr. Parks moved, seconded by Mr. Bogner**, to table the reorganization of the Board of County Commissioners for Chairman and Vice-Chairman until January 24th, 2023, agenda meeting when the fifth member, appointee John Whitesel, would be sworn in. Mr. Partington stated that we have 30 days to select the chair and vice-chair positions and the current chair would stay in place until the reorganization. The motion was approved by a roll call vote of 4-0.

Mr. Partington spoke about final agreements for approval from the ARPA money.

Mr. Partington asked the Board if they had any questions on the financial reports briefly discussing the thirteenth month and he explained the general fund. He went over the cash reserves stating we have four to six months in reserve in the general fund which was for department shortages. Reno County had a very good bond rating for the county. He asked about questions regarding the department reports stating half of the department's report than the other half. He explained that each department comes annually to report in person to the commission. He briefly discussed the Opioid settlement funds of \$140,000 and organizing a committee to decide the limited way to spend the funds when received. At the agenda meeting on January 24th followed with a January 31st agenda/work session possibly having discussions and conversations on the shooting range, environmental health or major projects. We also need to speak about a strategic planning session with goals and objectives with the priority focus as the projects for 2023 and 2024.

Mr. Bogner commented this was a good meeting and he looked forward to working with all of the Board.

Mr. Hirst mentioned notes from the recent tour last Thursday from the Kansas Department of Agriculture. They had manufacturing, technology, and production showing the overall ag business in Reno County. He welcomed the new commissioners and commented about January 25th and getting to speak to representatives.

Mr. Parks thanked the Board for their help and the Wednesday, Thursday meetings and Friday for orientation for new commissioners.

Mr. Bogner stated on the Ag tour it was amazing. What a large role Reno County has, and their ranking Reno County has 17 percent of Ag jobs.

Mr. Friesen welcomed all new and appointed commissioners.

Mr. Partington stated appointee Mr. Whitesel will be the 5th member of the commission where the plan was to swear him in at the January 24th, 2023, agenda meeting.

At 10:25 the meeting adjourned until 9:00 a.m. Monday, January 24th, 2023.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date

January 24, 2023
Reno County Annex
Hutchinson, Kansas

The Board of Reno County Commissioners held an agenda session with Chairman Daniel Friesen, Commissioner Ron Hirst, Commissioner Randy Parks, Commissioner Don Bogner, and Commissioner John Whitesel, County Counselor Patrick Hoffman, County Administrator Randy Partington, and Minutes Clerk Cindy Martin, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by Commissioner John Whitesel.

District Court Judge Position 1 Daniel Gilligan swore in the fifth Commissioner John Whitesel District 4 by reading the oath and having him agree then sign it. Mr. Friesen welcomed the new commissioner.

There were no public comments or additions added to the agenda.

Mr. Friesen requested to split the consent agenda into 7A - 7C and 8A - 8E since item 8 deals with all Public Works items.

Mr. Hirst moved, seconded by Mr. Whitesel, to approve the Consent Agenda consisting of items 7A through 7C includes the Accounts Payable Ledger for claims payable on January 20th, 2023, totaling \$992,647.74; includes the Accounts Payable Ledger for claims payable on January 27th, 2023, totaling \$1,061,680.65. approval for increased costs associated from the prior approved purchase of a new engine for Reno County Fire District #3 projected cost of \$394,385.72 not to exceed \$395,000 the previously approved cost of not to exceed \$380,000 was on June 28, 2022; approval for a Caterpillar certified powertrain rebuild on #341 816 compactor from Foley Equipment in Wichita, Kansas in the amount of \$310,771.38. Mr. Whitesel questioned the bid of item 7C and was told Foley was the only place to do this type of work. The motion was approved by a roll call vote of 5-0.

8A. Public Works Director Mr. Don Brittain recommended approval and a signature for a contract for Federal Aid Construction Engineering (Construction Inspection) by LPA (Local Public Authority) Reno County (Force Account Agreement). The Kansas Department of Transportation will reimburse Reno County up to 80 percent of the actual cost of Construction Inspection, with an estimated upper limit being \$98,800.22. The bridge replacement location being on West 69th Avenue, 0.5 miles west and 2.0 miles north of Willowbrook, Kansas, over the Cow Creek in Reno County, as part of the Off-System Bridge Program.

8B. Mr. Brittain recommended approval and signing the Kansas Department of Transportation Off-System Bridge Program, Project Programming request for the replacement of Victory Road Bridge 2.01 over the Little Arkansas River, which is 0.5 miles east and 2.0 miles south of Buhler. The maximum funding of this project is \$820,000 with KDOT awarding 100 percent of the cost. He stated this was the first time he had heard of KDOT paying 100 percent of a project.

8C. Mr. Brittain recommended approval and signature for an engineering design agreement for Professional Surveying and Engineering Services between Reno County and Schwab Eaton for the replacement of Victory Road Bridge 27.01 for the sum of \$58,900. He stated this was the only out of pocket expense on this bridge.

8D. Mr. Brittain recommended approval and signature for a contract between Reno County and L & M Contractors, Inc. for the construction of a new bridge on Sylvia Road 14.99 one mile south of Sylvia over the north fork of the Ninnescah River for the sum of \$1,034,309.75. He stated it was the low bid and the cost was budgeted in the bridge fund, and stated that it had come in under the engineers estimated cost. Mr. Hirst gave some history of the road and bridge.

8E. Planning Case 2022-11, a resolution #2023-04; **A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE EXPANSION OF AN ELECTRICAL SUBSTATION ON A PORTION OF TWO PARCELS OF LAND LOCATED IN THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 5 WEST OF THE 6TH P.M. IN RENO COUNTY, KANSAS (Cargill Inc.).** Applicant was Evergy to expand the existing electrical substation. The area of land is on the west side of South Halstead Street, approximately ½ mile south of the intersection of South Halstead Street and East Avenue G.

Mr. Parks moved, seconded by Mr. Bogner, to approve items 8A through 8E as outlined by Mr. Brittain. The motion was approved by a roll call vote of 5-0.

9A. Mr. Friesen stated the next two items were for the 2023 reorganization of the Board of County Commissioners and would defer to the Roberts Rules of Order process. Mr. Friesen went over briefly the rules for a nomination for the Chair and Vice-Chair. Mr. Bogner nominated Mr. Hirst and Mr. Parks nominated Mr. Friesen for Chair. Before the vote, Mr. Whitesel asked if an item would be placed on the agenda by the Chair if the issue was unfavorable. Mr. Hirst suggested going through Mr. Partington and stated the Chair did not have all the power to bring something before the Commission to make decisions. Mr. Friesen stated he was open for new ideas and welcomed feedback then the Board voted. The commission did a roll call vote, Mr. Hirst voted for himself, Mr. Parks voted for Mr. Friesen, Mr. Bogner voted for Mr. Hirst, Mr. Whitesel voted for Mr. Friesen, and Mr. Friesen voted for himself, so the Chair elect is Mr. Friesen by a 3 to 2 vote.

9B. Mr. Friesen asked for nominations for Vice-Chair 2023; Mr. Whitesel nominated Mr. Parks. **Mr. Hirst moved, Mr. Bogner seconded,** to close the nominations for Vice-Chair with Randy Parks as nominee. The motion was approved by a roll call vote of 5-0. The Board by consensus voted Mr. Randy Parks as Vice-Chair by a 5-0 vote.

10B Fire Administrator Travis Vogt recommended approval to purchase land at a cost of \$5,000 from Anthony and Lynn Perkins for the future site of Fire District #7, Turon, Kansas fire station. In 2019 the upgrade requested for Fire District #7 was denied. Mr. Vogt outlined the severe disrepair of the current fire station, stating the first step was to purchase the land to build a new fire station. He said there was not enough room at the current station to accommodate any larger apparatus that the district might purchase in the future. Mr. Perkins, a fire fighter, purchased the lot by the post office with the intentions of selling it to the fire district. The lot was large enough to allow for any expansion that may be needed from future equipment purchases. Mr. Vogt stated the ask today was for the fire district to use their funds to purchase the land. He said the major cost of the construction had been planned for and the construction quotes were estimated at \$330,000 to \$350,000 to build the new station. Mr. Vogt stated the building would be a post frame 60' X 100' metal building with four bays and an office. The Board had a large discussion on the construction costs and other smaller issues. **Mr. Hirst moved, seconded by Mr. Bogner,** to approve the purchase of land for Fire District #7. The motion was approved by a roll call vote of 5-0.

10A Vikki Mader, Chief Executive Officer with Horizons Mental Health Center reviewed a representation of the quarterly financials, center updates on mental health reform, services and programs, and state legislation updates. She explained about the Association of CMHCs of Kansas, Inc. the Kansas Mental Health Transformation: Advancing Integrated Care Through Certified Community Behavioral Health Clinics and their scope of services.

10C County Administrator Randy Partington explained the October 11, 2022, going out to bid for the courthouse interior renovations project. The staff worked with GLMV over the past year to develop specs on the project addressing the different work being proposed on all floors as follows:

- First Floor add additional office spaces on the north side of building where Human Resources and Administration are located will better utilize the space available. The additional offices would allow for workstations in the middle of the first floor to be in an office area for privacy and other uses in the common space. The county counselor and his legal assistant would move to the north side of the building to work in conjunction with the admin office and allow for Reno Conference Room to return as a conference room. Maybe move law library to another area.
- Second Floor/Mezzanine move the current Kansas Legal Services personnel to the fourth floor in the area being vacated by the DA's staff. Then modify the office area on the 2nd floor to allow for an office and conference room. A large expense of this renovation project is the proposed walkway to be built between the Kansas Legal Services area to the mezzanine on the north side of the courthouse that will meet ADA requirements and the use of an elevator to access the mezzanine. Make small changes to the mezzanine area for new flooring and outlets that will allow for workstations to be placed on the mezzanine, like the IT offices.
- Third Floor modify a room for court to allow for an additional witness/jury room.
- Fourth Floor create a stairway between the two floors as a second means of escape in case of a fire.
- Fifth Floor take space on the 5th floor currently used for storage in an area that was the original jail area and renovate it for office space and a conference room to allow for all the DA's staff to be on the same floor for convenience.

Mr. Partington explained there was only one bid. The architect's estimate for construction only was \$1.2 million and the lone bidder, Ward Davis Construction, bid the project for \$2.187 million. The staff recommended discussing the project in sections to see if there are cost saving measures. Maintenance Director Harlen Depew met with the contractor and architect to get a more thorough explanation of the costs. The majority of the cost was renovations to the 5th floor, stairway to the 4th floor, and small jury room modifications on the 3rd floor. Part of the project could be eliminated after the results of the space study by SJCF, first floor modifications and the walkway that would connect the mezzanine for elevator access.

Ward Davis Builders, Inc. gave a plans and specs breakdown which did not vary from the bid plans with addenda, 1A through 5A with 5F DA 5th floor DA only and 5DW 4th/5th floor dumbwaiter, total cost was \$2,187,000. There were diagrams following the cost breakdowns per floor.

Mr. Partington stated today was to get direction for what the project should entail. We have money in reserves for the \$2 million but it might take away funds for other projects.

The Board discussed at length the renovations and costs. They spoke about what to take out and what to keep in. If the commission is fine with the whole package the staff will bring back a contract. If they don't want the entire package what does the commission want to drop. Mr. Partington suggested a committee consisting of Mr. Depew, Mr. Hirst, and another commissioner, and himself to come back with options in two weeks on February 14th with recommendations or contracts.

10 Mr. Partington explained the ARPA money of \$12,042,385 the county will receive and how it will be allocated including housing and childcare.

There were other agencies that received smaller amount of funds.

County Counselor Patrick Hoffman confirmed that the ARPA funds must all be spent by the end of 2024 or if an organization does not spend all the funds, those funds would revert back to Reno County. He explained these agreements were describing how the projects work with reimbursement of money. There are review processes throughout the projects. This would put the final piece so the organizations can move forward. September 2022 resolutions done by the previous commission are binding and the allocated funds cannot be changed without consequences.

10D ARPA subrecipient agreement with South Central Kansas Economic Development District (CE) for \$500,000. Mr. Marc Howell described the scope of work with his organization and how they will assist with housing using ARPA money.

10E ARPA subrecipient agreement with Interfaith Housing for \$4,000,000. Mr. Clint Nelson explained the scope of work his organization will be doing with weatherization, construction, demolition, and renovations in cities/rural communities within Reno County.

10F ARPA subrecipient agreement with United Way of Reno County for \$4,500,000. Denice Gilliland explained the childcare demands in Reno County and how the funds will be distributed.

Mr. Hirst moved to approve the ARPA subrecipient agreement with South Central Kansas Economic Development District for \$500,000. Motion failed for a second.

The Board had a large discussion on the ARPA agreements, budgets, and programs. Today is just to approve the following plans for SCKEDD, Interfaith Housing and United Way.

Mr. Hirst moved, seconded by Mr. Whitesel, to approve the ARPA subrecipient agreement for South Central Kansas Economic Development District for \$500,000. The motion was approved by a roll call vote of 5-0.

Mr. Whitesel moved, seconded by Mr. Friesen, to table the ARPA items 10E Interfaith Housing for \$4,000,000 and 10F United Way childcare for \$4,500,000 until the next agenda meeting to have changes made to agreements. Mr. Hirst suggested the Board give any proposed changes to Mr. Partington to present. The motion was approved by a roll call vote of 5-0.

At 11:40 a.m. Mr. Friesen recessed the meeting until 11:55 a.m.

The meeting reconvened with Commissioners Parks, Whitesel, Bogner and Hirst, County Administrator Randy Partington, County Counselor Patrick Hoffman, and Minutes Clerk Cindy Martin, present. Commissioner Friesen had to leave the meeting.

Mr. Partington said in December 2022 the commission asked him to put some bullet items on a list of legislative priorities. He gave an overview of the listed items one by one. **Mr. Hirst moved, seconded by Mr. Bogner,** to approve the 2023 Legislative Platform as listed by Mr. Partington. The motion was approved by a roll call vote of 3-1 with Mr. Whitesel opposed. Mr. Whitesel wanted to vote separately on home rule and publications.

Mr. Partington said the local legislative event is in Topeka tomorrow at the Capital with three commissioners attending. This monthly report was for all county departments and next month will be half and half.

Mr. Partington said that at the January 31st meeting, Mr. Friesen would not be available and asked if they wanted to meet next week or move the meeting to February 7th when he is available. The Board voted by consensus to hold the agenda meeting for ARPA, Sheriff's shooting range, and the Public Works sewer district on February 7th, 2023, and go into a work session the rest of the morning.

Mr. Bogner spoke about the new county commissioners meeting and tours. The state had agreed at one time funds would be collected and shared with the counties, then the state decided they were not to share with counties and said each county should claim their funds. He will research into the changes.

Mr. Whitesel stated it was an honor to be on this Board. He suggested holding meetings later on in the day for citizens. He spoke about transparency for government business.

Mr. Hirst commented on the first quarter hosting of the Quad County meeting with Sedgwick, Harvey, Butler, and Reno County. These counties get together to talk about shared interests. Mr. Partington stated it lasts an hour to two hours with lunch served. Mr. Hirst read a letter he wrote addressing old and new commissioners and said that in past years we put together a list of goals.

Mr. Partington stated it was important to schedule a time, open to the public, to talk about goals and priorities for this year and next year so staff could properly prepare the 2024 budget and what you expect to see from staff this year.

Mr. Parks commented about a good meeting he attended in Topeka. He looked forward with the commission and said there are lots of challenges. Great job of department heads and Mr. Partington does a good job also, he thanked them all.

Mr. Bogner mentioned about a list to discuss what is coming up and known projects worked on or working on or future work. Mr. Partington will resend to members of the commission.

At 12:30 p.m. the meeting adjourned until 9:00 a.m. Tuesday,
February 7th, 2023.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date



AGENDA ITEM

AGENDA ITEM #7.A

AGENDA DATE: February 7, 2023

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

TABLED FROM 1/24/23: ARPA Subrecipient Agreement with Interfaith Housing for \$4,000,000

SUMMARY & BACKGROUND OF TOPIC:

This item was tabled from the last meeting to give the three new commissioners a chance to meet with Interfaith to get a better feel for their housing projects. At the time of sending this agenda, the document changes are still being reviewed and will be available for release prior to Tuesday.

The Reno County Board of Commissioners discussed ARPA requests on June 28, 2022, and gave staff authority to prepare a Resolution for formal approval of the ARPA funds allocations. A Resolution was adopted on September 27, 2022 that allocated the full \$12,042,385 in county ARPA funds to the various entities that had requested funding.

A copy of the Resolution, the sub-recipient agreement and Interfaith's scope of work are attached. Reno County staff and Interfaith staff have been working with our ARPA consultants iParametrics to prepare the recommended agreement that lines up with the original request and needed changes in the budget details to match ARPA requirements.

ALL OPTIONS:

1. Approval of the ARPA Subrecipient Agreement with Interfaith Housing to spend their \$4,000,000 in ARPA funds, and to authorize the county administrator to sign the agreement.
2. Deny the ARPA Subrecipient Agreement with Interfaith Housing and send back to consultants with specified changes.
3. Table all action.

RECOMMENDATION / REQUEST:

Staff recommends approval of the ARPA Subrecipient Agreement with Interfaith Housing to spend their \$4,000,000 in ARPA funds, and to authorize the county administrator to sign the agreement.

RESOLUTION 2022- 22

A RESOLUTION TO STATE THE ADDITIONAL INTENDED USES OF A PORTION OF THE FIRST AND SECOND TRANCHE OF RENO COUNTY'S ALLOTMENT OF LOCAL FISCAL RECOVERY FUNDS THROUGH THE AMERICAN RESCUE PLAN ACT; AND FOR OTHER PURPOSES.

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (ARPA), which provides fiscal relief funds to state and Local Governments, and other program areas aimed at mitigating the continuing effects of the COVID-19 Pandemic; and,

WHEREAS, ARPA is intended to provide support to local governments responding to the impact of COVID-19 and in their efforts to contain COVID-19 in the communities, residents, and businesses; and,

WHEREAS, ARPA includes State and Local Fiscal Recovery Funds to support urgent COVID response efforts to decrease the spread of the virus; to replace lost public sector revenue to strengthen support for vital public services; to support immediate economic stabilization for households and businesses; and to address systemic public health and economic challenges that have contributed to unequal impacts of the pandemic on certain populations; and,

WHEREAS, the United States Department of Treasury has adopted the interim final rule as guidance regarding the use of ARPA Funds; and,

WHEREAS, the United States Department of Treasury deposited all of Reno County's funds, which are Twelve Million, Forty-Two Thousand, Three Hundred and Eighty-Five Dollars (\$12,042,385); and,

WHEREAS, that as recipient, Reno County accepts award of Coronavirus Local Fiscal Recovery Funds allocation up to the maximum allowed by the terms and conditions of the ARPA; and,

WHEREAS, this resolution is intended as a statement of intent of the Reno County Board of Commissioners to expend the County's ARPA funds in accordance with Federal Law and Guidance, for the current critical needs and priorities for which there is consensus as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS:

Section 1. *Authorization.* The County Administrator, County Clerk and any County signatories required to do so, are authorized to apply for, obtain, or otherwise assure authorization of receipt of use of ARPA Funds as set forth in this resolution.

Section 2. *Intent.* As set forth more fully below, the Reno County Board of Commissioners expresses its intent to expend these funds for eligible, immediate needs within the categories and for the amounts listed on the attached spreadsheet.

Section 3. *Reliance by entities.* The Reno County Board of Commissioners understands that the entities listed in the attached spreadsheet are likely to rely on this allocation in allocating resources and creating future budgets. However, all awards are subject to the program requirements of the American Rescue Plan Act and must comply with said act to be funded.

Section 4. *Administrative cost and Reno allocation.* The allocation retained by Reno County for Department needs and Administrative expenses may be subject to adjustment to be approved by the Board of County Commissioners, but this shall not impact the allocation to outside agencies.

Section 5. *Compliance with the American Rescue Plan Act.*

The County will ensure compliance with prevailing Federal Guidance at the time the funds are committed for expenditure.

Section 6. *Requisite contracts in the future.* Nothing in this resolution shall be construed as taking the place of any action otherwise required by the Reno County Board of Commissioners

to authorize the County Administrator to enter into requisite contracts associated with expenditures outlined above.

Section 7. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the resolution.

Section 8. Repealer. All laws, resolutions, policies, or parts of the same that are inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

ADOPTED September 27, 2022.


BOARD OF COUNTY COMMISSIONERS OF
RENO COUNTY, KANSAS



Daniel P. Friesen, Chairman

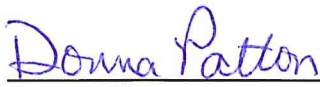


Ron Sellers, Member



Ron Hirst, Member

ATTEST:



Donna Patton
Reno County Clerk

\$12,042,385

Organization/Individual	Project Description	June 28, 2022 Commission Meeting
United Way/K-Ready and Hospital	Childcare Grant Program	\$4,500,000
Interfaith Housing	Housing	\$4,000,000
SCKEDD	Housing	\$500,000
Chamber of Commerce	Industrial Development Pre-approved	\$1,200,000
HCC and Hutchinson Regional Medical Center	Expanded nursing program facilities (capital investment)	\$200,000
Reno County EMS	Arlington EMS Station	\$260,000
Haven EMS	Equipment	\$12,100
City of Hutchinson Fire Department	Brush trucks	\$440,000
Pretty Prairie EMS	Ambulance station (capital investment)	\$37,500
Reno County Emergency Management	Fire Administrator equipment needs	\$70,000
Reno County Emergency Management	Fire District capital equipment and software	\$113,000
Reno County Sheriff's Office	Snap-On Trucks	\$50,000
Reno County Administration	Health Department and EM Building needs	\$522,785
Reno County Administration/Public Works	HABIT and Yoder Sewer Districts	
Administrative Expenses	Audits and administrative work	\$137,000

\$12,042,385

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

This contract agreement (“Agreement” or “Contract Agreement”) is entered into as of the _____ day of _____ by the County of Reno, (herein referred to as “the County of Reno”) and Interfaith Housing & Community Services, Inc. (INTERFAITH) (hereinafter referred to as the “Subrecipient”) in connection with a certain grant and/or loan to Subrecipient under the State and Local Fiscal Recovery Funds (“SLFRF”). The Subrecipient agrees to the terms and conditions of this Agreement to undertake the following: **INTERFAITH Reno County Housing Impact Plan - designed to revitalize housing both in rural Reno County, as well as in the City of Hutchison. This program will utilize federal funding to make necessary repairs to vital single family housing infrastructure, to allow housing stock to be viable for generations to come. This assistance will provide replacement and upgrades of HVAC systems, Roof repairs, Window Replacement, Sidewalk repair, and other necessary repairs and upgrades depending upon the property.** (Herein referred to as the “Program”). The Subrecipient shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the County of Reno and/or the United States Department of Treasury (“USDT”), perform all obligations and duties as contained in this Agreement and any/all addenda.

This Contract Agreement shall mean this agreement, any and all Exhibits hereto (including but not limited to the Program budget), and any and all loan closing documents executed in connection herewith.

Subrecipient:	Interfaith Housing & Community Services, Inc.
Organization Type:	Non-Profit Organization
SAM UEI #:	YVDNT3MUCVS9
Federal ID #:	48-1099496
Mailing Address:	PO Box 1987 Hutchinson, KS 67504
SLFRF (CFDA #):	21.027
Award Type (Grant or Loan):	Grant \$4,000,000.00
FAIN:	SLFRP1979
Federal Prime Award:	\$12,042,385.00
Federal Prime Award Date	5/10/2021
Program Address:	1326 E Ave A, Hutchinson, KS 67501
Final Funding Spend Down Date:	December 31, 2026

1. Time of Performance

The Subrecipient shall commence performance of its obligations under this Contract Agreement on September 27, 2022 and complete the Program no later than December 31, 2026, (hereinafter referred to as the “Program Expiration Date”). On or about June 30, 2024, Reno County will review current spending levels and make a determination if spending levels will result in a total grant expenditure by December 31, 2026. If Reno County decides the funding will not be exhausted by that date, they have the right to reallocate any remaining unspent funding and end the program.

2. Method of Payment

Payments will be made by the County of Reno to Subrecipient in the form of reimbursement for monies already spent on eligible Program costs as discussed in further detail in Section 7 of this Contract Agreement. All payments are contingent upon Subrecipient’s continued compliance with the provisions set forth in this Contract Agreement and any/all SLFRF Rules and Regulations 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, USDT Requirements, the County of Reno SLFRF Policies and Procedures, any applicable local, state, and federal laws, and any applicable USDT and/or County of Reno policy memo, regulation, communication or guideline, as the same may be amended from time to time.

3. Funding

It is expressly understood that in no event will the total funding exceed **\$4,000,000.00** unless otherwise mutually agreed upon in writing by amendment to this Contract Agreement. It is expressly understood that funding is contingent upon the County of Reno's receipt of full USDT federal funding and authorization from USDT to use funds in support of the Program. Any reduction in federal funding may result in reduction or elimination of funding for this Contract Agreement.

4. SLFRF Regulations

The Subrecipient shall conduct all work funded under this Contract Agreement in compliance with the following:

- SLFRF's Rules and Regulations 31 CFR Part 35, as amended from time to time, and all other federal regulations cited herein;
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- All local, state, and federal laws; and
- Any subsequent USDT and/or County of Reno Policy Memos, Regulations, Communications, and guidance.

5. Program Description and Scope of Work

The Subrecipient is responsible for completing the Program in accordance with the approved Program Description, and Scope of Work as outlined in **Exhibit 2** attached hereto and made a part hereof. In any instance where the Program Description, Program Schedule and/or Scope of Work may be in conflict with other terms of this Contract Agreement, the Contract Agreement will prevail.

If the Subrecipient wishes to amend the Program Description and/or Scope of Work, the Subrecipient shall seek approval from the County of Reno in writing prior to undertaking any actions relative to such change. Failure to do so may result in termination of this Contract Agreement at The County of Reno's discretion.

6. Program Budget

An approved budget is incorporated and made a part of this Contract Agreement as attached in **Exhibit 3** ("Program Budget"). The County of Reno may require a more detailed Program Budget breakdown from time to time. The Subrecipient shall provide such supplementary Program Budget information as required by and on forms provided by the County of Reno's upon request.

The Subrecipient shall not obligate, encumber, spend, or otherwise utilize SLFRF funds for any activity or purpose not included or not in conformance with the Program Budget unless the Subrecipient has received explicit written approval from the County of Reno to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For the purposes of this Contract Agreement, Program Budget categories include:
 - Non-Administrative Personnel Costs
 - Non-Administrative Office Space Costs
 - Program Delivery Costs
- The Subrecipient must submit Program Budget category changes in the same form as originally proposed in the approved Program Budget, accompanied by a letter of justification. Program Budget changes may occur within a Program Budget category without the need for written approval from The County of Reno so long as (i) the specific category has been approved; (ii) there is no change to the total Program Budget category amount; and (iii) the changes to the Program Budget are documented.

The Subrecipient acknowledges that this section has no effect upon the Program Description and or Program Schedule. Any amendment to the Program Description and or Program Schedule must be in writing approved by the County of Reno as provided for elsewhere in this Contract Agreement.

7. Fund Disbursement

The Subrecipient may request reimbursement by submitting the SLFRF requisition form attached hereto as **Exhibit 4** ("Reimbursement Request Form") with backup documentation detailing itemized expenditures by activity and cost categories. All SLFRF funds must be requested on the SLFRF Reimbursement Form provided.

No funds may be disbursed until all required reports and supporting documentation are submitted. The County of Reno reserves the right to request additional compliance documentation before disbursing funds.

The Subrecipient shall not request disbursement of funds until funds are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed and the proposed use of the funds must be documented and in accordance with the Program Budget, and all SLFRF regulations/guidance.

In the event the Subrecipient fails to pay contractors, subcontractors, vendors, or others with claims against the Program, the County of Reno reserves the right to withhold all remaining program funds until payments and/or all conflicts/liens are resolved. The Subrecipient pledges to undertake contracts and subcontracts and manage payments using mechanisms that protect the interests of the Subrecipient and the County of Reno, such as retaining portions of contracts until completion and requiring bonds, warranties, and insurance as appropriate.

The Subrecipient will obtain competitive pricing quotes or bids for all services, contracts, or purchases, in compliance 2 CFR 200.317-326 – Procurement Standards and the Manual.

8. SLFRF Commitment

The County of Reno agrees to disburse SLFRF funds subject to the terms and conditions contained in this Contract Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed on page two (2) of this Contract Agreement and as detailed in the Program Budget. In no instance shall the County of Reno be liable for any costs incurred in excess of this commitment (hereinafter referred to as the "SLFRF commitment"), nor for any unauthorized or ineligible costs. Expenses that are out of compliance with this Contract Agreement may be determined ineligible and may be subject to repayment and/or recapture by USDT and/or the County of Reno.

9. Commencement and Duration

The Subrecipient agrees that the Program shall not commence prior to execution of this Contract Agreement unless approved in writing by the County of Reno. The County of Reno has approved any applicable indirect costs associated with this program incurred on or after September 27, 2022. Any such reimbursement will be reviewed for allowability with Federal requirements, programmatic requirements, and subrecipient agreement terms and conditions.

The Subrecipient agrees that the Program shall be carried out in accordance with the Program Schedule outlined in **Exhibit 2** and the Time of Performance identified on page one (1) of this Contract Agreement.

In no event shall funds be obligated or spent after the Program Expiration Date unless approved in writing by the County of Reno.

10. Drug Free Workplace

The Subrecipient shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made apart of this Contract Agreement.

11. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage in compliance with County of Reno requirements to protect Contract Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County of Reno. Subrecipient shall provide the County of Reno with proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage, naming the County of Reno, its departments, employees, and/or agents, as additional insureds.

The Subrecipient shall also comply with the bonding and insurance requirements of 2 CFR 200.310- Insurance and 2

CFR 200.326, -Bonding.

12. The County of Reno and USDT Recognition

The Subrecipient agrees to recognize the role of the County of Reno and USDT in providing assistance pursuant to this Contract Agreement by referencing the support provided in all publications and media efforts that relate to this Program. All activities, facilities and items utilized pursuant to this Contract Agreement shall be prominently labeled as to this funding source.

13. Program Income

Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. The Subrecipients of SLFRF funds should calculate, document, and record the program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Subrecipient shall comply with The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. The subrecipient agrees to not make a profit off of the administration of this program, and will only charge to administration costs that reasonable and necessary to carry out the requirements of the program.

14. Equal Employment Opportunity

During the performance of this Contract Agreement, the Subrecipient must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, handicap, religion, or religious preference, under any program or activity funded under this Contract Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15. Contractors and Subcontractors

All work supported under this Contract Agreement must be in compliance with the following regulations:

- a. The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- b. The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326 -332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
- c. Executive Order 11246 - Subrecipients hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Subrecipient furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Order also requires contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- d. Environmental Laws—All recipients of subgrants in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-](#)

[7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)).

- e. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the certification required under the Byrd Anti-Lobbying Amendment, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#), and disclosing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- f. Certain Telecommunications Equipment—Grant funds may not be used to contract, re-contract, procure, or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- g. Domestic Preference—As appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR § 200.322(b).
- h. Debarred and Suspended Contractors - Subrecipients shall not enter into any agreement, written or oral, with any contractor without the prior determination by the County of Reno of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

The Subrecipient will obtain competitive pricing quotes or bids for all contracts or purchases, in compliance with 2 CFR 200.319.

16. Right to Monitor

The County of Reno shall have the right to monitor Subrecipient's compliance with all applicable SLFRF Program requirements by whatever means the County of Reno deems appropriate. This right shall continue throughout and until the County of Reno's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

17. Right to Inspect

The County of Reno, its agents, and designees, shall have the right, from time to time, to inspect the Program site for purposes of ensuring compliance with the terms and conditions of this Contract Agreement and SLFRF's Rules and Regulations.

Subrecipient agrees to permit the County of Reno, its agents, and designees (i) to have reasonable access to the SLFRF assisted program meetings or events, and (ii) to examine its books and records, including all financial statements and records, from time to time, insofar as the same may apply to Subrecipient's use of the SLFRF funds. Subrecipient further agrees to furnish such other information to the County of Reno, as and when requested, for the purpose of determining Subrecipient's compliance with this Contract Agreement and SLFRF's Rules and Regulations.

18. Record Retention and Access to Records

Subrecipient agrees that the County of Reno, USDT, the Comptroller General of the United States or any of their authorized representatives, has the right to access the Program and any books, documents, papers, or other records of Subrecipient or the Program, which are pertinent to this Contract Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Contract Agreement throughout and until the County of Reno's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

19. Limitation of Liability

Subrecipient acknowledges that County of Reno shall not be liable to Subrecipient for the completion of, or the failure to complete, any activities, which are a part of the Program contemplated by this Contract Agreement. Subrecipient acknowledges that should the County of Reno find a material default or noncompliance with this Contract Agreement,

as determined by the County of Reno in its sole discretion and, as a result thereof, cease disbursement of SLFRF funds, the County of Reno shall incur no liability to Subrecipient.

20. Subrecipient Responsibilities and Indemnification for Non-compliance

Subrecipient is responsible for performing each and every activity comprising the Program in a manner that complies with all aspects of the SLFRF program and the guidance provide. Subrecipient represents that it has accurately and completely described the Program in its Proposal and, except as otherwise agreed in writing, is responsible for bearing the full cost and expense of execution thereof and of continued compliance with the SLFRF program. In the event the US Department of Treasury disallows any Program cost paid in whole or in part with SLFRF funds, Subrecipient shall indemnify, defend, and hold the County of Reno harmless against any resulting loss, including reasonable attorneys' fees.

21. Indemnification Generally

Subrecipient shall defend, hold harmless and indemnify the County of Reno, its agents and assigns, from and against any and all claims, losses, expenses, costs, and/or damages (including, without limitation, out-of-pocket expenses, reasonable attorneys' fees and costs, and other related expenses) arising out of, in connection with, or resulting from the performance contemplated by this Agreement, including but not limited to (i) any injury or damage to persons or property that may occur as a result of work performed in connection with its SLFRF Program,

(ii) any third party, including without limitation, development professionals and contractors who may be engaged by Subrecipient; and (iii) any third party claiming that a third party beneficiary relationship has been established between the County of Reno and such third party, it being the intention of the parties hereto that no such relationships be created or established.

Subrecipient's indemnification of the County of Reno shall survive the disbursement of any funds hereunder and the termination of this Contract Agreement.

22. No Delegation of Duties

Subrecipient shall remain fully obligated under the provisions of this Contract Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if Subrecipient were performing them.

23. Conflicts of Interest

Subrecipient must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR 200.112 and 2 CFR 200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with SLFRF funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a SLFRF-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Subrecipient must provide a copy of its written conflict of interest policy to the County of Reno upon its request.

The Subrecipient covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Contract Agreement, no person having such interest will be employed.

24. Privacy Protection

Subrecipient must establish and adhere to a written policy for the protection of non-public personal information collected in the course of Subrecipient's activities under this Contract Agreement. The County of Reno shall have the right to review this policy and to require additional measures to ensure adequate protection of such private information. Review shall be strictly limited to whether such policy complies with the County of Reno requirements. In no event may any statement by the County of Reno be construed as an opinion on whether a privacy policy complies with the requirements of any law, regulation, institution, government, or court. Nor may any statement by the County of Reno be used by Subrecipient for any purpose whatsoever, except as necessary to correct or improve Subrecipient's practices, without the County of Reno's prior written consent.

25. Minority/Women's Business Enterprises

Subrecipient agrees to develop and implement an outreach program for minority and women business enterprises. Furthermore, the Subrecipient will maintain the records of such outreach program, including the data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract to be paid with SLFRF Funds, as well as additional details regarding the amount of the contract, subcontract, and documentation of Subrecipient's steps to assure that minority business and women's business enterprises have an equal opportunity to compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

26. Religious Organizations

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the SLFRF program. The Subrecipient shall not, in carrying out this Contract Agreement, discriminate against a potential client or tenant or vendor on the basis of religion or religious belief. If the Subrecipient engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, the Subrecipient must perform such activities and offer such services outside of any part of this Program and separately, in time and location, from the activities funded under this Contract Agreement.

27. Reliance Upon Information

The commitment of SLFRF funds under this Contract Agreement has been made in part on the basis of certain financial and other information furnished to the County of Reno by Subrecipient. SLFRF Funds may be withdrawn or recaptured by SLFRF at any time if the information furnished by Subrecipient should prove to be untrue or incorrect in any material respect, or if SLFRF should determine that it is inadvisable to fund the Program because of a material and adverse change in the condition of Subrecipient and/or the Program as determined by SLFRF in its sole discretion.

28. Programmatic Changes

Subrecipient will promptly notify the County of Reno in writing in the event of changes in key personnel and obtain the prior written approval from The County of Reno whenever any of the following actions is anticipated:

(i) any revision in the scope or objectives of the eligible program activities, including source and use of funds, set forth in the Scope of Work and/or Proposal; (ii) any revision in the Program Budget between Program Budget categories for the eligible program activities; (iii) any need to extend the period of availability of SLFRF funds; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Contract Agreement, which are material to the management or completion of the Program, or which could be construed by The County of Reno as an assignment of Subrecipient's rights and responsibilities under this Contract Agreement. Failure to so notify the County of Reno may result in termination of this Contract Agreement.

29. Subrecipient Reporting, Audit, and Record Keeping Requirements

The Subrecipient must retain certain records and must submit to the County of Reno quarterly, or at such other intervals as requested, any information, documents or certifications requested by the County of Reno which the County of Reno deems reasonably necessary to substantiate Subrecipient's continuing compliance with the provisions of all applicable SLFRF program rules, guidelines, criteria, and regulations. Reports must be submitted in such format as prescribed by the County of Reno. The County of Reno shall retain the right to change reporting requirements from time to time as it deems necessary.

Subrecipient must maintain records for inspection by the County of Reno. These include, but are not limited to:

- a. Records of all SLFRF program-related account transactions including deposits, disbursements, and balances.
- b. Records supporting requests for payment and disbursement of funds.
- c. Records indicating the source and amount of any repayment, interest, and other return on investment of SLFRF funds.
- d. Records of all written agreements and contracts pertaining to SLFRF Program.
- e. Records supporting a competitive bid process of procurement
- f. Audits and resolution of audit findings.
- g. Any program fees or program income collected.
- h. Efforts to recruit MBEs and WBEs.

The following records and reports must be submitted to the County of Reno:

- a) Monthly Reports with supporting documentation of program expenses to document reimbursement request. Supporting documentation may be any records requested by Reno County
- b) Close out reports shall be submitted no later than 15 days following the final drawdown of SLFRF funds on forms provided by the County of Reno.
- c) Staff payroll and benefit reports and timesheets (if requested)
- d) Financial documents, terms of agreement, and contracts upon request.
- e) Records of all transactions (if requested)
- f) Any other program information as requested by the County of Reno from time to time.
- g) Any additional programmatic or financial reporting requirements detailed in **Exhibit 2**.

30. Close-outs

The Subrecipient's obligation to the County of Reno shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- a. Making final payments;
- b. Disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to The County of Reno; and
- c. Determining custodianship of records.

Notwithstanding the foregoing, the terms of this Contract Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds, including program income.

31. Audit Standards

Subrecipient agrees to comply with the audit standards outlined in Subpart F of 2 CFR Part 200-Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which Subrecipient expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent certified public accountant ("CPA"), and must include a management letter and any responses thereto and CPA-prepared financial statements. Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for the County of Reno to determine the financial status of Subrecipient's activities. If such audit contains material findings, Subrecipient must provide a copy of the audit, together with any comments and plans for correction, to the County of Reno. If such audit contains no material findings, Subrecipient is not required to submit a copy to the County of Reno unless otherwise required by the terms of this Contract Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Contract Agreement to the County of Reno, USDT, or any designee thereof. The County of Reno reserves the right, in its sole discretion, to require an audit of any Subrecipient that expends federal funds during its fiscal year, regardless of amount. Subrecipient acknowledges that, in the event the County of Reno requires an audit, SLFRF administrative funds may not be used to offset the costs associated with the audit. Subrecipient assumes full responsibility for compliance with this paragraph.

32. Financial Management System

Subrecipient will establish and maintain a financial management system pursuant to 2 CFR Part 200, Subpart D that will provide for a) accurate, current, and complete disclosure of the financial results of the functions and services performed under this Contract Agreement; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Contract Agreement. These records will contain information pertaining to federal and state funds received, and assets, liabilities, expenditures, and income; c) effective control over and accountability for all funds, property, and other assets. Subrecipient will safeguard all such assets and will assure that they are used solely for authorized purposes as provided in this Contract Agreement; and d) accounting records that are supported by source documentation.

33. Repayment of Investment, Time Limits for Performance,

In the event that the Program is not completed in compliance with the requirements of this Contract Agreement, whether voluntarily or otherwise, an amount equal to the SLFRF funds disbursed for the Program must be repaid to the County of Reno. Any Program assisted with SLFRF funds that does not meet the national objective as outlined on page 1 of this Contract Agreement and as outlined in the Scope of Work will require repayment in full of the SLFRF funds for

that Program to the County of Reno.

34. Uniform Administrative Requirements

Subrecipients funded under the SLFRF program must comply with applicable uniform administrative requirements as described in 2 CFR Part 200.

35. Subrecipient's Covenants and Agreements

Subrecipient covenants and agrees with the County of Reno as follows:

- a. To complete the program by the program expiration date;
- b. To comply with the County of Reno's guidance, 2 CFR 200 Uniform Guidance, and the USDT regulations pertaining to the SLFRF Program, as amended from time to time.

36. Subrecipient's Representations.

Subrecipient represents to the County of Reno as follows:

- a. It has no knowledge of any notices or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the SLFRF Program is subject;
- b. Its execution, delivery and carrying out of the terms and conditions of the Proposal and this Contract Agreement have been duly authorized by an officer with the ability to obligate Subrecipient to this Agreement and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or of the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- c. There has been no material adverse change in its financial condition since the filing of its Proposal;
- d. The representations, warranties, and statements of fact of Subrecipient as set forth in the Proposal and this Contract Agreement are true, accurate and complete in all material respects as of the date hereof;
- e. It has not failed to provide the County of Reno with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- f. The Subrecipient has duly authorized the officer executing this Contract Agreement to execute, in its name and on its behalf, this Contract Agreement and all such other documents and instruments as the County of Reno may request in connection therewith; and
- g. The Subrecipient has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

37. Survival of Agreements

All agreements, covenants, representations, and warranties made in the Subrecipient's Proposal and this Contract Agreement including Exhibits hereto shall survive the making of any loan hereunder and the termination of this Contract Agreement.

38. Events of Default and Pursuit of Remedies

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Any breach or non-compliance by Subrecipient with the conditions, provisions, obligations, duties, agreements, covenants, representations and warranties made and set forth in this Contract Agreement and any/all accompanying closing documents, SLFRF Rules and Regulations, 2 CFR Part 200, USDT Requirements, any applicable local, state, and federal laws, and any applicable USDT and/or County of Reno policy memo, regulation, communication or guideline as the same may be amended from time to time, as determined by the County of Reno in its sole discretion; or
- b. Any representation or warranty made herein or in any/all Subrecipient Proposals, accompanying closing documents, addenda, exhibits, amendment, binder, and/or other instruments executed in connection with this Contract Agreement is proven to be false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, the County of Reno may, at its option, send Subrecipient a Notice of
Page 9 of 17 Initials: _____

Default stating that Subrecipient has thirty (30) days to cure said default. In the event Subrecipient fails to cure said default within thirty days, the County of Reno may, upon ten (10) business days' notice, terminate or suspend this Contract Agreement and declare the entire outstanding balance, plus any interest accruing from the date hereof, to be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Subrecipient. Subrecipient agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the County of Reno in collection of the moneys due hereunder or in the exercise or defense of its rights and powers under this Contract Agreement. In addition, the County of Reno may pursue any other remedies, legal or equitable, available to it in the event of Subrecipient's default, fraud, or misrepresentation, whether through commission or omission.

39. Termination

This Contract Agreement shall remain in effect for the period defined on page one (1) of this Contract Agreement.

In accordance with 2 CFR 200.338, the County of Reno may suspend or terminate this Contract Agreement if the Subrecipient materially fails to comply with any terms of this Contract Agreement, which include (but are not limited to) the following:

- a. Failure to comply with County of Reno guidance and any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and USDT guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract Agreement;
- c. Ineffective or improper use of funds provided under this Contract Agreement; or
- d. Submission by the Subrecipient to the County of Reno of reports that are incorrect or incomplete in any material respect;
- e. Inability to demonstrate the program will use the entirety of grant funded by December 31, 2026.

In accordance with 2 CFR Part 200, Appendix II, this Contract Agreement may also be terminated for convenience by either the County of Reno or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County of Reno determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County of Reno may terminate the award in its entirety.

40. No Waiver

No delay or omission by the County of Reno to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Contract Agreement, whether The County of Reno has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by the County of Reno to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

41. Benefit

This Contract Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Contract Agreement shall be of any effect unless the prior written consent of the County of Reno to such assignment has been first obtained.

42. Severability; Survivability

If any provision of this Contract Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair, or invalidate any other provision of this Contract Agreement. Any provision of this Contract Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The terms of this Contract Agreement shall survive the closing of any loan or grant contemplated by this Contract Agreement.

43. Governing Law

This Contract Agreement is being executed and delivered in the State of Kansas and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of said State, irrespective of its conflict of laws provisions.

44. Section Headings and Subheadings

The section headings and subheadings contained in this Contract Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Contract Agreement.

45. Notices

All notices to be given pursuant to this Contract Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the County of Reno:

County of Reno,
206 West 1st Avenue
Hutchinson, KS 67501-5245

To Subrecipient:

Interfaith Housing & Community Services,
Inc.
PO Box 1987
Hutchinson, KS 67504

46. Changes to the Agreement

The terms of the Contract Agreement may be changed by executing an amendment or new agreement at the sole discretion of the County of Reno. Certain terms of the Contract Agreement, such as the Program Budget line items or Program Schedule, may be changed by written approval by the County of Reno or as provided herein.

Amendments shall make specific reference to this Contract Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Contract Agreement, nor relieve or release the County of Reno or the Subrecipient from its obligations under this Contract Agreement.

The County of Reno may, in its discretion, amend this Contract Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Work, or Program Schedule of the activities to be undertaken as part of this Contract Agreement, such modifications will be incorporated only by written amendment signed by both the County of Reno and the Subrecipient.

47. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

48. List of Exhibits

- Exhibit 1: Proposal for grant funding submitted by INTERFAITH
- Exhibit 2: Program Description and Scope of Work
- Exhibit 3: Program Budget
- Exhibit 4: Reimbursement Request Form Template

The County of Reno and the Subrecipient agree to the conditions in the Contract Agreement and all Exhibits hereto and sign to that effect:

In the presence of:

County of Reno:

Witness

Randy Partington
County Administrator

Subrecipient:

Witness

Clint Nelson

President and Chief Executive Officer

Approved as to form and correctness:

Donna Patton, County Clerk

Exhibit 1:
Subrecipient Proposal for Grant Funding

Exhibit 2:

Program Description and Scope of Work

Program Description:

IHCS Reno County Housing Impact Plan designed to revitalize housing both in rural Reno County, as well as in the City of Hutchison. This program will utilize federal funding to make necessary repairs to vital single family housing infrastructure, to allow housing stock to be viable for generations to come. This assistance will provide replacement and upgrades of HVAC systems, Roof repairs, Window Replacement, Sidewalk repair, and other necessary repairs and upgrades depending upon the property.

Scope of Work:

Rural Reno County Revitalization Program

In a balanced and equitable manner, our vision is to carry out rural housing revitalization and inspire long-lasting neighborhood impact. Through the availability of ARPA funding, we will seek to incentivize rural communities for deep engagement with their citizens in identifying the most urgent housing and neighborhood needs. The final year of ARPA funded activities, our completion work will focus on preparing local rural housing groups to be positioned as the long-term housing resource for their communities.

Priorities/Targets:

- Residential property renovations allocated by population size (see budget) – 50 units @ \$25k/project
- Micro projects: Community/volunteer driven Brush & Repair Programs – 200 units @ \$2500/project
- Other collaborative housing projects incl. demolition – 19 units @ \$10k/project

Hutchinson Neighborhood Revitalization Program

Our primary goal is to drastically scale up our local housing revitalization activities with an average ARPA investment of \$25k/project. Funding at an increased level will afford us the unique opportunity to achieve major housing improvement including roofs, siding, demolition, site work, etc. Additionally, we will seek to leverage ARPA funds with available match funding sources to maximize the per dollar impact of each project.

Priorities/Targets:

- Residential property renovations currently occupied by the primary owner of record - 40 units @ \$25k/project
- Acquisition/rehab – 6 units @ \$50k/project
- Other collaborative housing projects incl. demolition – 25 units @ \$20k/project

Priority Recipients:

In a balanced and equitable manner, Interfaith will seek to engage each Reno County community in offering this revitalization plan to their residents. While we will remain adaptive to the needs of those individual communities, we will generally prioritize the follow project recipients:

- Residential properties currently occupied by the primary owner of record
- Individual communities will identify appropriate rental property projects with owner(s) required to commit a 50/50 funding match

Allocations will be provided to each community and will cover all costs for marketing, community coordinator and project selections. Each community will be responsible for choosing what projects they are wanting to complete, and the amount set per project not to exceed \$25,000 per project unless approved by Interfaith General Contractor.

Funding Priorities:

In line with the Reno County approved IHCS Reno County Housing Impact Plan, all priority projects must directly involve residential dwellings, whether occupied or abandoned, and/or general community housing needs. Major infrastructures, community facilities, public amenities, and recreational spaces are not priority considerations under this SLFRF/ARPA housing specific fund. Residential related infrastructure is allowable if deemed necessary/critical for housing improvements.

Programmatic and Financial Reporting:

Programmatic tracking items will include:

- Number of open and pending applications
- Number of completed projects including expense total and scope of work
- Number of clients that engaged in asset building opportunities
- Financial statements of full ARPA funding allocation

Exhibit 3:

Program Budget

The budget is based on identified community set-aside targets, as well as general Reno County community expenses.

Community Set-Aside Targets	2023	2024	2025	2026	Total
Hutchinson	\$500,000	\$700,000	\$300,000	\$0	\$1,500,000
South Hutchinson	\$100,000	\$150,000	\$80,000	\$0	\$330,000
Buhler	\$80,000	\$125,000	\$50,000	\$0	\$255,000
Haven (\$200k MIH)	\$200,000	\$50,000	\$0	\$0	\$250,000
Nickerson	\$50,000	\$80,000	\$50,000	\$0	\$180,000
Pretty Prairie	\$50,000	\$50,000	\$25,000	\$0	\$125,000
Arlington	\$50,000	\$50,000	\$25,000	\$0	\$125,000
General Reno County	\$225,000	\$225,000	\$225,000	\$0	\$675,000
Aquisition/Rehab/Rental (80AMI)	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
Total Direct Costs	\$1,330,000	\$1,505,000	\$830,000	\$75,000	\$3,740,000
Administrative Indirect Costs (<7%)	\$92,000	\$105,000	\$58,000	\$5,000	\$260,000
Total SLFRF/ARPA Funding	\$1,422,000	\$1,610,000	\$888,000	\$80,000	\$4,000,000

Exhibit 4:

IHCS RCHIP: Program Summary

Rural Reno County Revitalization

In a balanced and equitable manner, Interfaith will seek to engage each Reno County community in offering this revitalization plan to their residents. While we will remain adaptive to the needs of those individual communities we will generally prioritize the follow project recipients:

1. Residential property renovations allocated by population size (see budget)
 - Leveraged funding (SCKEDD/IHCS CASH Program/RCDA)
2. Micro projects: Community/volunteer driven Brush & Repair Programs
 - Leveraged volunteer labor
3. Other collaborative housing projects incl. demolition
 - Leveraged volunteer labor

During year one, activities will consist of a variety of presentations to local groups, churches and civic organizations to better understand each communities “needs” and also spark the first level of interest. Over the history of Interfaith we successfully completed housing projects in Buhler, Nickerson, Pretty Prairie, Partridge, South Hutchinson, and Arlington. We will work directly through our current civic contacts in each of these communities while making new contacts in other communities.

In addition to in-person, and town hall meetings, we will perform our own assessment of the overall housing condition and landscape of each town. All assessment information will be documented and compiled in a concise report with start-up recommendations for each community. Each project will include a pre and post-inspection by Interfaith’s licensed General Contractor. We believe a successful first project is a demonstration of competency for each community. By the first quarter of 2023 renovation work will begin on the first identified project in each participating community. Community projects may be as basic as exterior house painting or as extensive as major structural repairs. Signage at each project site will recognize Reno County SLFRF/ARPA Funds as the primary investment source.

All local stakeholders will be identified by year two along with an initial list of the priority revitalization projects for each community. A critical component of long-term, self-sustaining, quality rural housing involves the establishment of local leaders willing to invest the time and provide local directives for oversight. Throughout 2024, Interfaith will play a lead role is establishing and directing local coalitions to develop a personalized network of housing resources including: revolving funds, priority activities and a strong volunteer base.

Active projects will continue in years three and four with wrap-up planning also beginning in year four. By mid-year 2025, each community will have completed 60-70 percent of their SLFRF/ ARPA funded revitalization projects, at an average cost of \$25,000 per project. Marketing efforts will still involve Interfaith oversight but will be carried out by each community's housing coalition. Each local group must submit a final plan for the full use of their remaining allocated SLFRF/ARPA funds including final project(s) scope and cost estimates. All outstanding projects will be completed by mid-year 2026 with unused funds being eligible for reallocation to other housing revitalization activities in Reno County areas.

Hutchinson Neighborhood Revitalization

Within Hutchinson, our primary goal is drastically scaling up our local housing revitalization activities from an average investment of \$2,500/project to an SLFRF/ARPA funded investment of \$25,000/project. Funding at an increased level affords us the unique opportunity to achieve major housing improvements including roofs, siding, demolition, site work, etc. We will seek every opportunity to layer SLFRF/ARPA funds with other available funding sources to maximize the per dollar impact of each project. We will continue working closely with collaborative groups including:

- Reno County Commission
- South Central Kansas Economic Development
- City of Hutchinson
- Kansas Department of Commerce – Community Development Block Grants
- Kansas Housing Resources Corporation
- United Way of Reno County
- Hutchinson Recreation Commission Neighborhood Development
- Reno County Department of Aging
- United States Department of Agriculture – Rural Development
- Local residential contractors and tradesmen

Over a four year period Interfaith will accept and review all Reno County Housing Impact Plan project applications submitted by residents residing within the Hutchinson city limits. Referrals from local collaborators, City officials, service agencies and area churches will be reviewed and when appropriate applications provided for the residents. We will perform all activities within the established regulations as defining in the Reno County Commission approved IHCS RCHIP contract agreement. The follow list will act as a guide for priority ARPA projects:

1. Residential property renovations allocated including priority areas
 - Leveraged funding (SCKEDD/IHCS CASH Program/RCDA)
2. Abandoned housing acquisition/rehabilitation
 - Leveraged funding (private grants)
 - Leveraged volunteer labor/groups
 - Leveraged contractor in-kind
3. Other collaborative housing projects incl. demolition
 - Leveraged volunteer labor/groups

Key Contacts:

Clint Nelson

Interfaith President/CEO

clintn@interfaithks.org

Jeff Thomson

Interfaith Chief Project Officer

Interfaith ClassA General Contractor

jefft@interfaithks.org

IHCS RCHIP: Program Summary 1B

Rural Reno County Revitalization

In a balanced and equitable manner, Interfaith will seek to engage each Reno County community in offering this revitalization plan to their residents. While we will remain adaptive to the needs of those individual communities we will generally prioritize the follow project recipients:

1. Residential property renovations of owner-occupied property allocated by population size (see budget)
 - Leveraged funding (SCKEDD/IHCS CASH Program/RCDA)
2. Micro projects: Community/volunteer driven Brush & Repair Programs
 - Leveraged volunteer labor
3. Other collaborative housing projects incl. demolition*
 - Leveraged volunteer labor

During year one, activities will consist of a variety of presentations to local groups, churches and civic organizations to better understand each communities “needs” and also spark the first level of interest. Over the history of Interfaith we successfully completed housing projects in Buhler, Nickerson, Pretty Prairie, Partridge, South Hutchinson, and Arlington. We will work directly through our current civic contacts in each of these communities while making new contacts in other communities.

In addition to in-person, and town hall meetings, we will perform our own assessment of the overall housing condition and landscape of each town. All assessment information will be documented and compiled in a concise report with start-up recommendations for each community. Each project will include a pre and post-inspection by Interfaith’s licensed General Contractor. We believe a successful first project is a demonstration of competency for each community. By the first quarter of 2023 renovation work will begin on the first identified project in each participating community. Community projects may be as basic as exterior house painting or as extensive as major structural repairs. Signage at each project site will recognize Reno County SLFRF/ARPA Funds as the primary investment source.

All local stakeholders will be identified by year two along with an initial list of the priority revitalization projects for each community. A critical component of long-term, self-sustaining, quality rural housing involves the establishment of local leaders willing to invest the time and provide local directives for oversight. Throughout 2024, Interfaith will play a lead role is establishing and directing local coalitions to develop a personalized network of housing resources including: revolving funds, priority activities and a strong volunteer base.

Active projects will continue in years three and four with wrap-up planning also beginning in year four. By mid-year 2025, each community will have completed 60-70 percent of their SLFRF/ ARPA funded revitalization projects, at an average cost of \$25,000 per project. Marketing efforts will still involve Interfaith oversight but will be carried out by each community's housing coalition. Each local group must submit a final plan for the full use of their remaining allocated SLFRF/ARPA funds including final project(s) scope and cost estimates. All outstanding projects will be completed by mid-year 2026 with unused funds being eligible for reallocation to other housing revitalization activities in Reno County areas.

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- Reno County Commission
- South Central Kansas Economic Development
- City of Hutchinson
- Kansas Department of Commerce – Community Development Block Grants
- Kansas Housing Resources Corporation
- United Way of Reno County
- Hutchinson Recreation Commission Neighborhood Development
- Reno County Department of Aging
- United States Department of Agriculture – Rural Development
- Local residential contractors and tradesmen

Over a four year period Interfaith will accept and review all Reno County Housing Impact Plan project applications submitted by residents of owner-occupied housing within the Hutchinson city limits. Referrals from local collaborators, City officials, service agencies and area churches will be reviewed and when appropriate applications provided for these residents. We will perform all activities within the established regulations as defining in the Reno County

Commission approved IHCS RCHIP contract agreement. The follow list will act as a guide for priority ARPA projects:

1. Residential owner-occupied property renovations allocated including priority areas
 - Leveraged funding (SCKEDD/IHCS CASH Program/RCDA)
2. Abandoned housing acquisition/rehabilitation*
- Leveraged funding (private grants)
- Leveraged volunteer labor/groups
- Leveraged contractor in-kind
3. Other collaborative housing projects incl. demolition*
- Leveraged volunteer labor/groups

*In good faith, all acquisition/rehab (including demolition) activities, will focus on revitalization for owner-occupied properties or removal of blighted properties to create homeownership opportunities as soon as practical and to improve the overall aesthetics of the project neighborhood(s). All acquired property, including vacant land, will be made available as a homeownership opportunity.

- Housing disposition may include: MLS listing(s), lease/purchase (titled), Interfaith IDA clients, other purchase transactions as approved by the Reno County Commission.
- Land disposition may include: MLS listings, transfer(s) to established public land bank, quitclaim transaction(s) to local property owners and/or local government as approved by the Reno County Commission.
- Funds received from housing and land disposition through this program will remain separate from Interfaith's other program and continue to be used for owner-occupied residential rehabilitation projects the same or similar to this ARPA Project. Any change in use of these funds would be made with approval of the Reno County Board of Commissioners.

Key Contacts:

Clint Nelson

Interfaith President/CEO

clintn@interfaithks.org

Jeff Thomson

Interfaith Chief Project Officer

Interfaith ClassA General Contractor

jefft@interfaithks.org



AGENDA ITEM

AGENDA ITEM #7.B

AGENDA DATE: February 7, 2023

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

TABLED FROM 1/24/23: ARPA Subrecipient Agreement with United Way of Reno County for \$4,500,000 (childcare)

SUMMARY & BACKGROUND OF TOPIC:

This item was tabled from the last meeting to give the three new commissioners a chance to meet with United Way to get a better feel for their childcare project. At the time of sending this agenda, the document has not changed but might prior to Tuesday.

The Reno County Board of Commissioners discussed ARPA requests on June 28, 2022, and gave staff authority to prepare a Resolution for formal approval of the ARPA funds allocations. A Resolution was adopted on September 27, 2022 that allocated the full \$12,042,385 in county ARPA funds to the various entities that had requested funding.

A copy of the Resolution, the sub-recipient agreement, scope of work, and other supporting materials are attached. Reno County staff and United Way of Reno County staff have been working with our ARPA consultants iParametrics to prepare the recommended agreement that lines up with the original request and needed changes in the budget details to match ARPA requirements.

ALL OPTIONS:

1. Approval of the ARPA Subrecipient Agreement with United Way of Reno County to spend their \$4,500,000 in ARPA funds, and to authorize the county administrator to sign the agreement.
2. Deny the ARPA Subrecipient Agreement with United Way of Reno County and send back to consultants with specified changes.
3. Table all action.

RECOMMENDATION / REQUEST:

Staff recommends approval of the ARPA Subrecipient Agreement with United Way of Reno County to spend their \$4,500,000 in ARPA funds for childcare, and to authorize the county administrator to sign the agreement.

RESOLUTION 2022- 22

A RESOLUTION TO STATE THE ADDITIONAL INTENDED USES OF A PORTION OF THE FIRST AND SECOND TRANCHE OF RENO COUNTY'S ALLOTMENT OF LOCAL FISCAL RECOVERY FUNDS THROUGH THE AMERICAN RESCUE PLAN ACT; AND FOR OTHER PURPOSES.

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (ARPA), which provides fiscal relief funds to state and Local Governments, and other program areas aimed at mitigating the continuing effects of the COVID-19 Pandemic; and,

WHEREAS, ARPA is intended to provide support to local governments responding to the impact of COVID-19 and in their efforts to contain COVID-19 in the communities, residents, and businesses; and,

WHEREAS, ARPA includes State and Local Fiscal Recovery Funds to support urgent COVID response efforts to decrease the spread of the virus; to replace lost public sector revenue to strengthen support for vital public services; to support immediate economic stabilization for households and businesses; and to address systemic public health and economic challenges that have contributed to unequal impacts of the pandemic on certain populations; and,

WHEREAS, the United States Department of Treasury has adopted the interim final rule as guidance regarding the use of ARPA Funds; and,

WHEREAS, the United States Department of Treasury deposited all of Reno County's funds, which are Twelve Million, Forty-Two Thousand, Three Hundred and Eighty-Five Dollars (\$12,042,385); and,

WHEREAS, that as recipient, Reno County accepts award of Coronavirus Local Fiscal Recovery Funds allocation up to the maximum allowed by the terms and conditions of the ARPA; and,

WHEREAS, this resolution is intended as a statement of intent of the Reno County Board of Commissioners to expend the County's ARPA funds in accordance with Federal Law and Guidance, for the current critical needs and priorities for which there is consensus as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS:

Section 1. *Authorization.* The County Administrator, County Clerk and any County signatories required to do so, are authorized to apply for, obtain, or otherwise assure authorization of receipt of use of ARPA Funds as set forth in this resolution.

Section 2. *Intent.* As set forth more fully below, the Reno County Board of Commissioners expresses its intent to expend these funds for eligible, immediate needs within the categories and for the amounts listed on the attached spreadsheet.

Section 3. *Reliance by entities.* The Reno County Board of Commissioners understands that the entities listed in the attached spreadsheet are likely to rely on this allocation in allocating resources and creating future budgets. However, all awards are subject to the program requirements of the American Rescue Plan Act and must comply with said act to be funded.

Section 4. *Administrative cost and Reno allocation.* The allocation retained by Reno County for Department needs and Administrative expenses may be subject to adjustment to be approved by the Board of County Commissioners, but this shall not impact the allocation to outside agencies.

Section 5. *Compliance with the American Rescue Plan Act.*

The County will ensure compliance with prevailing Federal Guidance at the time the funds are committed for expenditure.

Section 6. *Requisite contracts in the future.* Nothing in this resolution shall be construed as taking the place of any action otherwise required by the Reno County Board of Commissioners

to authorize the County Administrator to enter into requisite contracts associated with expenditures outlined above.

Section 7. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the resolution.

Section 8. Repealer. All laws, resolutions, policies, or parts of the same that are inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

ADOPTED September 27, 2022.


BOARD OF COUNTY COMMISSIONERS OF
RENO COUNTY, KANSAS



Daniel P. Friesen, Chairman

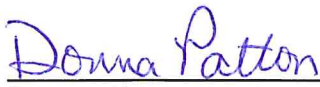


Ron Sellers, Member



Ron Hirst, Member

ATTEST:



Donna Patton
Reno County Clerk

\$12,042,385

Organization/Individual	Project Description	June 28, 2022 Commission Meeting
United Way/K-Ready and Hospital	Childcare Grant Program	\$4,500,000
Interfaith Housing	Housing	\$4,000,000
SCKEDD	Housing	\$500,000
Chamber of Commerce	Industrial Development Pre-approved	\$1,200,000
HCC and Hutchinson Regional Medical Center	Expanded nursing program facilities (capital investment)	\$200,000
Reno County EMS	Arlington EMS Station	\$260,000
Haven EMS	Equipment	\$12,100
City of Hutchinson Fire Department	Brush trucks	\$440,000
Pretty Prairie EMS	Ambulance station (capital investment)	\$37,500
Reno County Emergency Management	Fire Administrator equipment needs	\$70,000
Reno County Emergency Management	Fire District capital equipment and software	\$113,000
Reno County Sheriff's Office	Snap-On Trucks	\$50,000
Reno County Administration	Health Department and EM Building needs	\$522,785
Reno County Administration/Public Works	HABIT and Yoder Sewer Districts	
Administrative Expenses	Audits and administrative work	\$137,000

\$12,042,385

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

This contract agreement (“Agreement” or “Contract Agreement”) is entered into as of the _____ day of _____ by the County of Reno, (herein referred to as “the County of Reno”) and United Way of Reno County Housing & Community Services, Inc. (UNITED WAY OF RENO COUNTY) (hereinafter referred to as the “Subrecipient”) in connection with a certain grant and/or loan to Subrecipient under the State and Local Fiscal Recovery Funds (“SLFRF”). The Subrecipient agrees to the terms and conditions of this Agreement to undertake the following: **UNITED WAY OF RENO COUNTY – Childcare Assistance Program:** Reno County faces some significant challenges around the child care industry. By utilizing ARPA funds it is the goal of the Childcare Assistance Program to increase current capacity of childcare slots to families across the county, provide childcare providers with a way to be seen and paid as professionals in their field and offer innovative solutions and supports to grow the industry of in Reno County. (Herein referred to as the “Program”). The Subrecipient shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the County of Reno and/or the United States Department of Treasury (“USDT”), perform all obligations and duties as contained in this Agreement and any/all addenda.

This Contract Agreement shall mean this agreement, any and all Exhibits hereto (including but not limited to the Program budget), and any and all loan closing documents executed in connection herewith.

Subrecipient:	United Way of Reno County
Organization Type:	Non-Profit Organization
SAM UEI #:	RN7LZQ3G3MJ7
Federal ID #:	48-0833061
Mailing Address:	United Way of Reno County PO Box 2230, Hutchinson, Ks 67504-2230
SLFRF (CFDA #):	21.027
Award Type (Grant or Loan):	Grant \$4,500,000.00
FAIN:	SLFRP1979
Federal Prime Award:	\$12,042,385.00
Federal Prime Award Date	5/10/2021
Program Address:	United Way of Reno County PO Box 2230, Hutchinson, Ks 67504-2230
Final Funding Spend Down Date:	December 31, 2026

1. Time of Performance

The Subrecipient shall commence performance of its obligations under this Contract Agreement on September 27, 2022 and complete the Program no later than December 31, 2026, (hereinafter referred to as the “Program Expiration Date”). On or about June 30, 2024, Reno County will review current spending levels and make a determination if spending levels will result in a total grant expenditure by December 31, 2026. If Reno County decides the funding will not be exhausted by that date, they have the right to reallocate any remaining unspent funding and end the program.

2. Method of Payment

Payments will be made by the County of Reno to Subrecipient in the form of reimbursement for monies already spent on eligible Program costs as discussed in further detail in Section 7 of this Contract Agreement. All payments are contingent upon Subrecipient’s continued compliance with the provisions set forth in this Contract Agreement and any/all SLFRF Rules and Regulations 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, USDT Requirements, the County of Reno SLFRF Policies and Procedures, any applicable local, state, and federal laws, and any applicable USDT and/or County of Reno policy memo, regulation, communication or guideline, as the same

may be amended from time to time.

3. Funding

It is expressly understood that in no event will the total funding exceed **\$4,500,000.00** unless otherwise mutually agreed upon in writing by amendment to this Contract Agreement. It is expressly understood that funding is contingent upon the County of Reno's receipt of full USDT federal funding and authorization from USDT to use funds in support of the Program. Any reduction in federal funding may result in reduction or elimination of funding for this Contract Agreement.

4. SLFRF Regulations

The Subrecipient shall conduct all work funded under this Contract Agreement in compliance with the following:

- SLFRF's Rules and Regulations 31 CFR Part 35, as amended from time to time, and all other federal regulations cited herein;
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- All local, state, and federal laws; and
- Any subsequent USDT and/or County of Reno Policy Memos, Regulations, Communications, and guidance.

5. Program Description and Scope of Work

The Subrecipient is responsible for completing the Program in accordance with the approved Program Description, and Scope of Work as outlined in **Exhibit 2** attached hereto and made a part hereof. In any instance where the Program Description, Program Schedule and/or Scope of Work may be in conflict with other terms of this Contract Agreement, the Contract Agreement will prevail.

If the Subrecipient wishes to amend the Program Description and/or Scope of Work, the Subrecipient shall seek approval from the County of Reno in writing prior to undertaking any actions relative to such change. Failure to do so may result in termination of this Contract Agreement at The County of Reno's discretion.

6. Program Budget

An approved budget is incorporated and made a part of this Contract Agreement as attached in **Exhibit 3** ("Program Budget"). The County of Reno may require a more detailed Program Budget breakdown from time to time. The Subrecipient shall provide such supplementary Program Budget information as required by and on forms provided by the County of Reno's upon request.

The Subrecipient shall not obligate, encumber, spend, or otherwise utilize SLFRF funds for any activity or purpose not included or not in conformance with the Program Budget unless the Subrecipient has received explicit written approval from the County of Reno to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For the purposes of this Contract Agreement, Program Budget categories include:
 - Non-Administrative Personnel Costs
 - Non-Administrative Office Space Costs
 - Program Delivery Costs
- The Subrecipient must submit Program Budget category changes in the same form as originally proposed in the approved Program Budget, accompanied by a letter of justification. Program Budget changes may occur within a Program Budget category without the need for written approval from The County of Reno so long as (i) the specific category has been approved; (ii) there is no change to the total Program Budget category amount; and (iii) the changes to the Program Budget are documented.

The Subrecipient acknowledges that this section has no effect upon the Program Description and or Program Schedule. Any amendment to the Program Description and or Program Schedule must be in writing approved by the County of Reno as provided for elsewhere in this Contract Agreement.

7. Fund Disbursement

The Subrecipient may request reimbursement by submitting the SLFRF requisition form attached hereto as **Exhibit 4** ("Reimbursement Request Form") with backup documentation detailing itemized expenditures by activity and cost categories. All SLFRF funds must be requested on the SLFRF Reimbursement Form provided.

No funds may be disbursed until all required reports and supporting documentation are submitted. The County of Reno reserves the right to request additional compliance documentation before disbursing funds.

The Subrecipient shall not request disbursement of funds until funds are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed and the proposed use of the funds must be documented and in accordance with the Program Budget, and all SLFRF regulations/guidance.

In the event the Subrecipient fails to pay contractors, subcontractors, vendors, or others with claims against the Program, the County of Reno reserves the right to withhold all remaining program funds until payments and/or all conflicts/liens are resolved. The Subrecipient pledges to undertake contracts and subcontracts and manage payments using mechanisms that protect the interests of the Subrecipient and the County of Reno, such as retaining portions of contracts until completion and requiring bonds, warranties, and insurance as appropriate.

The Subrecipient will obtain competitive pricing quotes or bids for all services, contracts, or purchases, in compliance 2 CFR 200.317-326 – Procurement Standards and the Manual.

8. SLFRF Commitment

The County of Reno agrees to disburse SLFRF funds subject to the terms and conditions contained in this Contract Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed on page two (2) of this Contract Agreement and as detailed in the Program Budget. In no instance shall the County of Reno be liable for any costs incurred in excess of this commitment (hereinafter referred to as the "SLFRF commitment"), nor for any unauthorized or ineligible costs. Expenses that are out of compliance with this Contract Agreement may be determined ineligible and may be subject to repayment and/or recapture by USDT and/or the County of Reno.

9. Commencement and Duration

The Subrecipient agrees that the Program shall not commence prior to execution of this Contract Agreement unless approved in writing by the County of Reno. The County of Reno has approved any applicable indirect costs associated with this program incurred on or after September 27, 2022. Any such reimbursement will be reviewed for allowability with Federal requirements, programmatic requirements, and subrecipient agreement terms and conditions.

The Subrecipient agrees that the Program shall be carried out in accordance with the Program Schedule outlined in **Exhibit 2** and the Time of Performance identified on page one (1) of this Contract Agreement.

In no event shall funds be obligated or spent after the Program Expiration Date unless approved in writing by the County of Reno.

10. Drug Free Workplace

The Subrecipient shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made apart of this Contract Agreement.

11. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage in compliance with County of Reno requirements to protect Contract Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County of Reno. Subrecipient shall provide the County of Reno with proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage, naming the County of Reno, its departments, employees, and/or agents, as additional insureds.

The Subrecipient shall also comply with the bonding and insurance requirements of 2 CFR 200.310- Insurance and 2

CFR 200.326, -Bonding.

12. The County of Reno and USDT Recognition

The Subrecipient agrees to recognize the role of the County of Reno and USDT in providing assistance pursuant to this Contract Agreement by referencing the support provided in all publications and media efforts that relate to this Program. All activities, facilities and items utilized pursuant to this Contract Agreement shall be prominently labeled as to this funding source.

13. Program Income

Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. The Subrecipients of SLFRF funds should calculate, document, and record the program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Subrecipient shall comply with The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. The subrecipient agrees to not make a profit off of the administration of this program, and will only charge to administration costs that reasonable and necessary to carry out the requirements of the program.

14. Equal Employment Opportunity

During the performance of this Contract Agreement, the Subrecipient must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, handicap, religion, or religious preference, under any program or activity funded under this Contract Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15. Contractors and Subcontractors

All work supported under this Contract Agreement must be in compliance with the following regulations:

- a. The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- b. The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326 -332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
- c. Executive Order 11246 - Subrecipients hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Subrecipient furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Order also requires contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- d. Environmental Laws—All recipients of subgrants in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-](#)

[7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)).

- e. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the certification required under the Byrd Anti-Lobbying Amendment, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#), and disclosing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- f. Certain Telecommunications Equipment—Grant funds may not be used to contract, re-contract, procure, or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- g. Domestic Preference—As appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR § 200.322(b).
- h. Debarred and Suspended Contractors - Subrecipients shall not enter into any agreement, written or oral, with any contractor without the prior determination by the County of Reno of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

The Subrecipient will obtain competitive pricing quotes or bids for all contracts or purchases, in compliance with 2 CFR 200.319.

16. Right to Monitor

The County of Reno shall have the right to monitor Subrecipient's compliance with all applicable SLFRF Program requirements by whatever means the County of Reno deems appropriate. This right shall continue throughout and until the County of Reno's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

17. Right to Inspect

The County of Reno, its agents, and designees, shall have the right, from time to time, to inspect the Program site for purposes of ensuring compliance with the terms and conditions of this Contract Agreement and SLFRF's Rules and Regulations.

Subrecipient agrees to permit the County of Reno, its agents, and designees (i) to have reasonable access to the SLFRF assisted program meetings or events, and (ii) to examine its books and records, including all financial statements and records, from time to time, insofar as the same may apply to Subrecipient's use of the SLFRF funds. Subrecipient further agrees to furnish such other information to the County of Reno, as and when requested, for the purpose of determining Subrecipient's compliance with this Contract Agreement and SLFRF's Rules and Regulations.

18. Record Retention and Access to Records

Subrecipient agrees that the County of Reno, USDT, the Comptroller General of the United States or any of their authorized representatives, has the right to access the Program and any books, documents, papers, or other records of Subrecipient or the Program, which are pertinent to this Contract Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Contract Agreement throughout and until the County of Reno's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

19. Limitation of Liability

Subrecipient acknowledges that County of Reno shall not be liable to Subrecipient for the completion of, or the failure to complete, any activities, which are a part of the Program contemplated by this Contract Agreement. Subrecipient acknowledges that should the County of Reno find a material default or noncompliance with this Contract Agreement,

as determined by the County of Reno in its sole discretion and, as a result thereof, cease disbursement of SLFRF funds, the County of Reno shall incur no liability to Subrecipient.

20. Subrecipient Responsibilities and Indemnification for Non-compliance

Subrecipient is responsible for performing each and every activity comprising the Program in a manner that complies with all aspects of the SLFRF program and the guidance provide. Subrecipient represents that it has accurately and completely described the Program in its Proposal and, except as otherwise agreed in writing, is responsible for bearing the full cost and expense of execution thereof and of continued compliance with the SLFRF program. In the event the US Department of Treasury disallows any Program cost paid in whole or in part with SLFRF funds, Subrecipient shall indemnify, defend, and hold the County of Reno harmless against any resulting loss, including reasonable attorneys' fees.

21. Indemnification Generally

Subrecipient shall defend, hold harmless and indemnify the County of Reno, its agents and assigns, from and against any and all claims, losses, expenses, costs, and/or damages (including, without limitation, out-of-pocket expenses, reasonable attorneys' fees and costs, and other related expenses) arising out of, in connection with, or resulting from the performance contemplated by this Agreement, including but not limited to (i) any injury or damage to persons or property that may occur as a result of work performed in connection with its SLFRF Program,

(ii) any third party, including without limitation, development professionals and contractors who may be engaged by Subrecipient; and (iii) any third party claiming that a third party beneficiary relationship has been established between the County of Reno and such third party, it being the intention of the parties hereto that no such relationships be created or established.

Subrecipient's indemnification of the County of Reno shall survive the disbursement of any funds hereunder and the termination of this Contract Agreement.

22. No Delegation of Duties

Subrecipient shall remain fully obligated under the provisions of this Contract Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if Subrecipient were performing them.

23. Conflicts of Interest

Subrecipient must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR 200.112 and 2 CFR 200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with SLFRF funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a SLFRF-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Subrecipient must provide a copy of its written conflict of interest policy to the County of Reno upon its request.

The Subrecipient covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Contract Agreement, no person having such interest will be employed.

24. Privacy Protection

Subrecipient must establish and adhere to a written policy for the protection of non-public personal information collected in the course of Subrecipient's activities under this Contract Agreement. The County of Reno shall have the right to review this policy and to require additional measures to ensure adequate protection of such private information. Review shall be strictly limited to whether such policy complies with the County of Reno requirements. In no event may any statement by the County of Reno be construed as an opinion on whether a privacy policy complies with the requirements of any law, regulation, institution, government, or court. Nor may any statement by the County of Reno be used by Subrecipient for any purpose whatsoever, except as necessary to correct or improve Subrecipient's practices, without the County of Reno's prior written consent.

25. Minority/Women's Business Enterprises

Subrecipient agrees to develop and implement an outreach program for minority and women business enterprises. Furthermore, the Subrecipient will maintain the records of such outreach program, including the data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract to be paid with SLFRF Funds, as well as additional details regarding the amount of the contract, subcontract, and documentation of Subrecipient's steps to assure that minority business and women's business enterprises have an equal opportunity to compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

26. Religious Organizations

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the SLFRF program. The Subrecipient shall not, in carrying out this Contract Agreement, discriminate against a potential client or tenant or vendor on the basis of religion or religious belief. If the Subrecipient engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, the Subrecipient must perform such activities and offer such services outside of any part of this Program and separately, in time and location, from the activities funded under this Contract Agreement.

27. Reliance Upon Information

The commitment of SLFRF funds under this Contract Agreement has been made in part on the basis of certain financial and other information furnished to the County of Reno by Subrecipient. SLFRF Funds may be withdrawn or recaptured by SLFRF at any time if the information furnished by Subrecipient should prove to be untrue or incorrect in any material respect, or if SLFRF should determine that it is inadvisable to fund the Program because of a material and adverse change in the condition of Subrecipient and/or the Program as determined by SLFRF in its sole discretion.

28. Programmatic Changes

Subrecipient will promptly notify the County of Reno in writing in the event of changes in key personnel and obtain the prior written approval from The County of Reno whenever any of the following actions is anticipated:

(i) any revision in the scope or objectives of the eligible program activities, including source and use of funds, set forth in the Scope of Work and/or Proposal; (ii) any revision in the Program Budget between Program Budget categories for the eligible program activities; (iii) any need to extend the period of availability of SLFRF funds; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Contract Agreement, which are material to the management or completion of the Program, or which could be construed by The County of Reno as an assignment of Subrecipient's rights and responsibilities under this Contract Agreement. Failure to so notify the County of Reno may result in termination of this Contract Agreement.

29. Subrecipient Reporting, Audit, and Record Keeping Requirements

The Subrecipient must retain certain records and must submit to the County of Reno quarterly, or at such other intervals as requested, any information, documents or certifications requested by the County of Reno which the County of Reno deems reasonably necessary to substantiate Subrecipient's continuing compliance with the provisions of all applicable SLFRF program rules, guidelines, criteria, and regulations. Reports must be submitted in such format as prescribed by the County of Reno. The County of Reno shall retain the right to change reporting requirements from time to time as it deems necessary.

Subrecipient must maintain records for inspection by the County of Reno. These include, but are not limited to:

- a. Records of all SLFRF program-related account transactions including deposits, disbursements, and balances.
- b. Records supporting requests for payment and disbursement of funds.
- c. Records indicating the source and amount of any repayment, interest, and other return on investment of SLFRF funds.
- d. Records of all written agreements and contracts pertaining to SLFRF Program.
- e. Records supporting a competitive bid process of procurement
- f. Audits and resolution of audit findings.
- g. Any program fees or program income collected.
- h. Efforts to recruit MBEs and WBEs.

The following records and reports must be submitted to the County of Reno:

- a) Monthly Reports with supporting documentation of program expenses to document reimbursement request. Supporting documentation may be any records requested by Reno County
- b) Close out reports shall be submitted no later than 15 days following the final drawdown of SLFRF funds on forms provided by the County of Reno.
- c) Staff payroll and benefit reports and timesheets (if requested)
- d) Financial documents, terms of agreement, and contracts upon request.
- e) Records of all transactions (if requested)
- f) Any other program information as requested by the County of Reno from time to time.
- g) Any additional programmatic or financial reporting requirements detailed in **Exhibit 2**.

30. Close-outs

The Subrecipient's obligation to the County of Reno shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- a. Making final payments;
- b. Disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to The County of Reno; and
- c. Determining custodianship of records.

Notwithstanding the foregoing, the terms of this Contract Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds, including program income.

31. Audit Standards

Subrecipient agrees to comply with the audit standards outlined in Subpart F of 2 CFR Part 200-Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which Subrecipient expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent certified public accountant ("CPA"), and must include a management letter and any responses thereto and CPA-prepared financial statements. Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for the County of Reno to determine the financial status of Subrecipient's activities. If such audit contains material findings, Subrecipient must provide a copy of the audit, together with any comments and plans for correction, to the County of Reno. If such audit contains no material findings, Subrecipient is not required to submit a copy to the County of Reno unless otherwise required by the terms of this Contract Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Contract Agreement to the County of Reno, USDT, or any designee thereof. The County of Reno reserves the right, in its sole discretion, to require an audit of any Subrecipient that expends federal funds during its fiscal year, regardless of amount. Subrecipient acknowledges that, in the event the County of Reno requires an audit, SLFRF administrative funds may not be used to offset the costs associated with the audit. Subrecipient assumes full responsibility for compliance with this paragraph.

32. Financial Management System

Subrecipient will establish and maintain a financial management system pursuant to 2 CFR Part 200, Subpart D that will provide for a) accurate, current, and complete disclosure of the financial results of the functions and services performed under this Contract Agreement; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Contract Agreement. These records will contain information pertaining to federal and state funds received, and assets, liabilities, expenditures, and income; c) effective control over and accountability for all funds, property, and other assets. Subrecipient will safeguard all such assets and will assure that they are used solely for authorized purposes as provided in this Contract Agreement; and d) accounting records that are supported by source documentation.

33. Repayment of Investment, Time Limits for Performance,

In the event that the Program is not completed in compliance with the requirements of this Contract Agreement, whether voluntarily or otherwise, an amount equal to the SLFRF funds disbursed for the Program must be repaid to the County of Reno. Any Program assisted with SLFRF funds that does not meet the national objective as outlined on page 1 of this Contract Agreement and as outlined in the Scope of Work will require repayment in full of the SLFRF funds for

that Program to the County of Reno.

34. Uniform Administrative Requirements

Subrecipients funded under the SLFRF program must comply with applicable uniform administrative requirements as described in 2 CFR Part 200.

35. Subrecipient's Covenants and Agreements

Subrecipient covenants and agrees with the County of Reno as follows:

- a. To complete the program by the program expiration date;
- b. To comply with the County of Reno's guidance, 2 CFR 200 Uniform Guidance, and the USDT regulations pertaining to the SLFRF Program, as amended from time to time.

36. Subrecipient's Representations.

Subrecipient represents to the County of Reno as follows:

- a. It has no knowledge of any notices or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the SLFRF Program is subject;
- b. Its execution, delivery and carrying out of the terms and conditions of the Proposal and this Contract Agreement have been duly authorized by an officer with the ability to obligate Subrecipient to this Agreement and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or of the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- c. There has been no material adverse change in its financial condition since the filing of its Proposal;
- d. The representations, warranties, and statements of fact of Subrecipient as set forth in the Proposal and this Contract Agreement are true, accurate and complete in all material respects as of the date hereof;
- e. It has not failed to provide the County of Reno with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- f. The Subrecipient has duly authorized the officer executing this Contract Agreement to execute, in its name and on its behalf, this Contract Agreement and all such other documents and instruments as the County of Reno may request in connection therewith; and
- g. The Subrecipient has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

37. Survival of Agreements

All agreements, covenants, representations, and warranties made in the Subrecipient's Proposal and this Contract Agreement including Exhibits hereto shall survive the making of any loan hereunder and the termination of this Contract Agreement.

38. Events of Default and Pursuit of Remedies

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Any breach or non-compliance by Subrecipient with the conditions, provisions, obligations, duties, agreements, covenants, representations and warranties made and set forth in this Contract Agreement and any/all accompanying closing documents, SLFRF Rules and Regulations, 2 CFR Part 200, USDT Requirements, any applicable local, state, and federal laws, and any applicable USDT and/or County of Reno policy memo, regulation, communication or guideline as the same may be amended from time to time, as determined by the County of Reno in its sole discretion; or
- b. Any representation or warranty made herein or in any/all Subrecipient Proposals, accompanying closing documents, addenda, exhibits, amendment, binder, and/or other instruments executed in connection with this Contract Agreement is proven to be false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, the County of Reno may, at its option, send Subrecipient a Notice of
Page 10 of 18 Initials: _____

Default stating that Subrecipient has thirty (30) days to cure said default. In the event Subrecipient fails to cure said default within thirty days, the County of Reno may, upon ten (10) business days' notice, terminate or suspend this Contract Agreement and declare the entire outstanding balance, plus any interest accruing from the date hereof, to be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Subrecipient. Subrecipient agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the County of Reno in collection of the moneys due hereunder or in the exercise or defense of its rights and powers under this Contract Agreement. In addition, the County of Reno may pursue any other remedies, legal or equitable, available to it in the event of Subrecipient's default, fraud, or misrepresentation, whether through commission or omission.

39. Termination

This Contract Agreement shall remain in effect for the period defined on page one (1) of this Contract Agreement.

In accordance with 2 CFR 200.338, the County of Reno may suspend or terminate this Contract Agreement if the Subrecipient materially fails to comply with any terms of this Contract Agreement, which include (but are not limited to) the following:

- a. Failure to comply with County of Reno guidance and any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and USDT guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract Agreement;
- c. Ineffective or improper use of funds provided under this Contract Agreement; or
- d. Submission by the Subrecipient to the County of Reno of reports that are incorrect or incomplete in any material respect;
- e. Inability to demonstrate the program will use the entirety of grant funded by December 31, 2026.

In accordance with 2 CFR Part 200, Appendix II, this Contract Agreement may also be terminated for convenience by either the County of Reno or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County of Reno determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County of Reno may terminate the award in its entirety.

40. No Waiver

No delay or omission by the County of Reno to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Contract Agreement, whether The County of Reno has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by the County of Reno to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

41. Benefit

This Contract Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Contract Agreement shall be of any effect unless the prior written consent of the County of Reno to such assignment has been first obtained.

42. Severability; Survivability

If any provision of this Contract Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair, or invalidate any other provision of this Contract Agreement. Any provision of this Contract Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The terms of this Contract Agreement shall survive the closing of any loan or grant contemplated by this Contract Agreement.

43. Governing Law

This Contract Agreement is being executed and delivered in the State of Kansas and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of said State, irrespective of its conflict of laws provisions.

44. Section Headings and Subheadings

The section headings and subheadings contained in this Contract Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Contract Agreement.

45. Notices

All notices to be given pursuant to this Contract Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the County of Reno:

County of Reno,

To Subrecipient:

United Way of Reno County
PO BOX 2230
Hutchinson KS 67504-2230

206 West 1st Avenue
Hutchinson, KS 67501-5245

46. Changes to the Agreement

The terms of the Contract Agreement may be changed by executing an amendment or new agreement at the sole discretion of the County of Reno. Certain terms of the Contract Agreement, such as the Program Budget line items or Program Schedule, may be changed by written approval by the County of Reno or as provided herein.

Amendments shall make specific reference to this Contract Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Contract Agreement, nor relieve or release the County of Reno or the Subrecipient from its obligations under this Contract Agreement.

The County of Reno may, in its discretion, amend this Contract Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Work, or Program Schedule of the activities to be undertaken as part of this Contract Agreement, such modifications will be incorporated only by written amendment signed by both the County of Reno and the Subrecipient.

47. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

48. List of Exhibits

- Exhibit 1: Proposal for grant funding submitted by UNITED WAY OF RENO COUNTY
- Exhibit 2: Program Description and Scope of Work
- Exhibit 3: Program Budget
- Exhibit 4: Reimbursement Request Form Template

The County of Reno and the Subrecipient agree to the conditions in the Contract Agreement and all Exhibits hereto and sign to that effect:

In the presence of:

County of Reno:

Witness

Randy Partington
County Administrator

Subrecipient:

Witness

Lisa Gleason
Executive Director

Approved as to form and correctness:

Donna Patton, County Clerk

Exhibit 1:

Subrecipient Proposal for Grant Funding

Exhibit 2:

Program Description and Scope of Work

Program Description:

- **Support for Current providers / Sustainability Grants for Current Providers:** These grants would be used to help current providers upgrade their facilities, overcome barriers to childcare relicensing, increase pay to sustain, and incentivize their work in the community. This would provide direct funding to providers in the least restrictive manner possible that would allow them access to funding they need while innovative approaches are being put in place. This is a direct impact to maintain the childcare we currently have in Reno County while growing the industry in other ways. Grantees would be required to submit a report on how the funds were utilized to maintain the integrity of the program.
- **Innovative Models:** These funds would allow the setup of a childcare Co-Op therefore, providers could access health insurance and retirement benefits, additional training etc. Additionally, would allow for experimentation with shared services and provide potential solutions for a community wide substitute pool, allow for business to partner with the Co-Op to provide childcare for their employees and set up neighborhood childcare using the Co-Op model.
- **Director of Early Childhood Systems:** This is a full-time executive level position housed within the community to work specifically to move childcare forward. The position would work with businesses, schools, and community groups, provide expertise on partnerships, collaboration, and other innovations to close the gap of the over 1,800 slots that Reno County needs for childcare. In addition, this would include a program budget for the position to provide for the overhead and supervision of housing this role.
- **United Way Oversight and Single Audit:** Yearly single audit provided by outside auditing agency. Staff time to oversee the grant process and financials of the ARPA funds. It is estimated that 20% of the finance manager's time will be spent on ARPA, 20% of the Director of Community Impact time will be spent with grant management and 5% of the Executive Directors Time for oversight will be spent on ARAP.

Scope of Work:

- **Support for Current providers / Sustainability Grants for Current Providers:** The target demographic is licensed providers who are already in the business of childcare. According to Child Care Aware of Kansas there are currently 71 licensed family/group, preschools, and school age programs in Reno County who provide high quality full day full year care. The to support current providers is that 80% of current providers were able to be reached with sustainability grants.
- **Innovative Models:** According to the Child Care Market Study completed in November of 2022, Reno County needs to increase childcare capacity with all day all year care by over 1,800 slots. With innovative models the goal is to offer providers a way to opt-in to a co-op model that will allow them to access health and

retirement benefits, a way to “rent” space from the co-op to provide care outside of their home, would allow for cost sharing of supplies and food, and would also allow for a community wide substitute list as well as a community wide wait list for parents. By the end of the ARPA grant process, it is estimated that 75% of all home and center providers will be involved with the Co-op.

- **Director of Early Childhood Systems:** This is a full-time executive level position housed within the community to work specifically to move childcare forward. The position would work with businesses, schools, and community groups, provide expertise on partnerships, collaboration, and other innovations to close the gap of the over 1,800 slots that Reno County needs for childcare. In addition, this would include a program budget for the position to provide for the overhead and supervision of housing this role. The goal of this role is by the end of ARPA funds that this role is able to attribute to an increase of slots by at least 70% community wide.
- **United Way Oversight and Single Audit:** Yearly single audit provided by outside auditing agency. Staff time to oversee the grant process and financials of the ARPA funds. It is estimated that 20% of the finance manager’s time will be spent on ARPA, 20% of the Director of Community Impact time will be spent with grant management and 5% of the Executive Directors Time for oversight will be spent on ARAP.

Exhibit 3:

Program Budget:

United Way Budget For ARPA Funds Total Allotment 4.5 million						
Item	2023	2024	2025	2026	Total	Justification
Support For Current Providers	\$ 760,000	\$ 450,000	\$ 250,000	\$ 250,000	\$ 1,710,000	Grant funds to stabilize child care for immediate needs
Innovative models	\$ 750,000	\$ 500,000	\$ 400,000	\$ 300,000	\$ 1,950,000	Including set up of Child Care Co-op and explore shared services models
Director of Early Childhood Systems	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000	Salary and Benefits for Coordinator Salary of \$90,000/year Health Benefits of \$11,075/year and 4013b benefits of 10% of salary \$9,000/year Program budget \$39,925 Would include computer, oversight of position by hiring entity, ability to host educational information sessions for employers printing of materials
United Way Oversight including single Audit	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 240,000	20% of Finance Manager salary, 5% of United Way Executive Director for oversight 20% Director Of Community Impact. Single Audit
Total:	\$ 1,720,000	\$ 1,160,000	\$ 860,000	\$ 760,000		
Grand Total:					\$ 4,500,000	

Exhibit 4: Reimbursement Request Form

Budget For ARPA Funds Total Allotment 4.5 million

Possible Alternative

Item	2023		2024		2025		2026		Total	Justification	
Support For Current Providers	\$	622,500	\$	622,500	\$	622,500	\$	622,500	\$	2,490,000	Grant funds to stabilize child care for immediate needs
Innovative models	\$	415,000	\$	415,000	\$	415,000	\$	415,000	\$	1,660,000	Including set up of Child Care Co-op and explore shared services models, and expanding current number of slots
United Way Oversight including single Audit	\$	87,500	\$	87,500	\$	87,500	\$	87,500	\$	350,000	Administrative Oversight including a single audit
									\$	4,500,000	

Reno County Childcare System Brief & Proposal for American Rescue Plan Act (ARPA) Funding

informed by

Childcare Systems Group
& K-Ready Reno County Coalition

Contact:
Denice Gilliland-Burbank
Community Impact Coordinator
United Way of Reno County
dgilliland@unitedwayofrenocounty.org
620.669.9329

Our Vision

By 2030, Reno County will be a place where the prosperity of the county is driven by the well-being of our youngest generation.

Our Imperatives

1. Reno County is a place where the education and empowerment of parents leads to resilient and thriving families and the health, development, and well-being of all Reno County children.
2. Reno County is a place where families have equitable access to high-quality, affordable childcare and early learning opportunities for children birth to 5.
3. Reno County is a place where the professionals who care for our children are valued, well-trained, and respected, with a dynamic support system and sustainable business model.
4. Reno County is a place where there are many dynamic spaces and places where children can learn and play, based on the latest brain science and place science.
5. Reno County is a place where public-private partnerships and cross-sector relationships are aligned, effective, and efficient.
6. Reno County is a place where the systems that affect early childhood have the funding they need and work with each other to make the greatest impact.

ARPA Proposal for Stability, Sufficiency, and Sustainability of the Childcare System

\$9.8 million Total Request

- \$5 million **HIGH-QUALITY FACILITIES**
Grants to help programs and providers overcome barriers to childcare licensing, relicensing, KDHE compliance, quality improvements, or start-up costs for facilities, through 2026. Awards of no more than \$500,000 per licensed facility.
- \$3.8 million **PREMIUM PAY FOR ESSENTIAL WORKERS**
Sustainability grants for operations of licensed childcare facilities, modeled after the Child Care Aware of Kansas grants for COVID relief, for 2023-2026.
- Family/Group childcare homes: 75 facilities x \$5,000 per year x 4 years = \$1,500,000
 - Other childcare programs (centers, preschools, school-age programs, and drop-in care):
 - Licensed capacity 24 or less children: 0 current facilities x \$15,000 per year x 4 years
 - Licensed capacity between 25-99 children: 13 facilities x \$25,000 per year x 4 years = \$1,300,000
 - Licensed capacity 100+ children: 5 facilities x \$50,000 per year x 4 years = \$1,000,000
- \$1 million **EQUITY-FOCUSED SERVICES**
Childcare scholarships for ALICE (Asset Limited, Income Constrained, Employed) families through 2026

Issue Brief

- From birth to age 5, a child's brain develops more than any other time in life. At birth, the average baby's brain is about a quarter the size of an average adult brain. It doubles in size in the first year, and it keeps growing to about 80% of adult size by age 3 and 90% by age 5. ([First Things First](#))
- The United State is the only wealthy country in the world without any guaranteed paid parental leave at the national level. ([Washington Post](#))
- The number of licensed family/group childcare homes in Reno County has decreased 14% in three years, from 73 in 2019 to 63 in 2021. ([Child Care Aware of Kansas Point-in-Time Data](#))
- In 2018, the average annual earnings for a family childcare owner/operator was \$19,687, and 87% worked 50 or more hours per week. 56% of owner/operators had been in business for more than 15 years, but 47% had no benefits. ([2018 Kansas Child Care Workforce Study and State Child Care Profile](#))
- The average salary for all childcare workers was \$19,981. 15% of childcare centers do not have benefits for full-time staff. ([2018 Kansas Child Care Workforce Study and State Child Care Profile](#))
- The average annual cost of full-time care for an infant in a family childcare home represents 13% of the state median household income (\$6,749) and more than 20% for infants in a childcare center (\$10,995). ([2018 Kansas Child Care Workforce Study and State Child Care Profile](#))
- Approximately 76% of moms and 96% of dads with children under age 6 work full-time. The Bureau of Labor Statistics found that there were 1.7 million fewer women in the workforce in September 2021 compared to September 2019 as a result of the economic crisis caused by COVID-19 and its impact on childcare and education. (Bureau of Labor Statistics, [here](#) and [here](#))
- Economists estimate that lost earnings, revenue, and productivity resulting from inadequate childcare costs businesses \$16 billion annually and costs U.S. taxpayers \$26 billion a year. ([Ready Nation](#))

Background

Since 2005, Hutchinson Community Foundation and United Way of Reno County have partnered with early childhood partners to attract more than \$13.5 million in State and private foundation funding for early childhood initiatives in Reno County, primarily for at-risk children and families to access high-quality home visitation and preschool programs. However, childcare has traditionally been excluded due to requirements of the funding source, and efforts to address childcare have therefore occurred largely through local funding and initiatives.

On childcare specifically, United Way of Reno County, Hutchinson Community Foundation, and Hutchinson/Reno County Chamber of Commerce have collaborated and leveraged their resources in various ways since 2015 to address the availability and affordability of high-quality childcare in Hutchinson and Reno County. Efforts have included providing scholarship funds for low-income parents, grants for facility improvements and relicensing, professional development opportunities for childcare providers and staff, and start-up funds for a new center, as well as convening public, private, and philanthropic partners for conversations about the local childcare system.

Meanwhile, the State of Kansas has been increasing their funding and expansion of free public Pre-K, particularly since 2017. As a result, private preschools and childcare programs have increasingly faced declining enrollment among ages 3-5, disrupting the business model that subsidizes the higher cost of and demand for care of infants and toddlers. For families, this shift in early care and education continues to create both more access to free preschool and challenging gaps in care for families, including before and after school, over holidays and summer breaks. The K-Ready Reno County Coalition has attempted to bridge the public and private early care and education sector so that all are aware of the impact on changes and unintended consequences throughout the system.

Starting in April 2020, an ad hoc group of childcare stakeholders and providers convened via Zoom nearly monthly to assess the state of the local system and providers amid the stress and conditions created by the COVID-19 pandemic in an effort to provide support in a way that prevented permanent closures. By summer 2021, following a year of disruptions to education and the workforce, there was enough interest and demand to flesh out a strategy to address the systemic challenges as part of an Early Childhood Strategic Framework adopted by the K-Ready Reno County Coalition.

Overview of the Reno County Childcare Market Study

In order to determine what kind of interventions in the childcare system are feasible and necessary, partners are collaborating to conduct a county-wide market study to collect the information needed. The market study, funded by a grant from the Schmidt Foundation and local match, will address the cost to provide care across different licensing models and quality standards, the cost to equitably access care based on local economics, the demand to access care now and in the next decade among diverse populations and needs, the untapped capacity of current and potential facilities, and the opportunities for innovative, collaborative partnerships for increased sustainability long-term.

The market study is being led by Dr. Bradford Wiles, Associate Professor and Extension Specialist in Early Childhood Development at Kansas State University, and Kate Fluckiger, research assistant. Through a Community-Based Participatory Research approach, Dr. Wiles will support Reno County partners in leveraging our diverse networks to engage early care and education providers, the general public, families with existing care, and families needing care. The process began in February 2022 and is expected to conclude in October 2022.

Assets of Reno County Early Care & Education Partners

- Early care and education partners have a history of collaboration to help childcare providers meet KDHE professional development requirements, including through the Reno County Child Care Coalition and Kaleidoscope.
- In 2018, Fairfield USD 310 started a licensed, in-school, private-pay daycare for six infants and toddlers to address the lack of childcare in Western Reno County.
- Hutchinson Public Schools and Hutchinson Community College operate childcare centers to benefit students and staff, as well as provide students the opportunity to work in the centers as part of their education.
- Between 2006-2016, all six Reno County school districts and several private preschools collaborated under one Kansas Preschool Program grant administered by Hutchinson Community Foundation to administer free Pre-K for at-risk children. This collaboration ended when the Kansas State Legislature changed grant requirements for eligibility.
- Two local partners are current members of the Child Care Aware of Kansas Board of Directors: Betsy McKinney, Fairfield USD 310 Superintendent, and Kari Mailloux, Hutchinson Community Foundation Director of Strategic Initiatives. Penny Stoss, Hutchinson Regional Medical Center Early Learning Academy Director, is a former Chair of the Board.
- Lack of adequate access and affordability to childcare was identified as a priority in Hutchinson's 2017-2037 Comprehensive Plan under Livability: Education & Youth. Two strategies were identified: S.2.5.a.1. Remove local regulatory barriers for establishing new childcare facilities, and S.2.5.a.2. Establish the City as a test case for workplace childcare.
- Hutchinson Regional Healthcare System is willing to invest in childcare as a tool for recruitment and retention of staff and has recently hired Penny Stoss as its director. Penny, in her former role as Nickerson/South Hutchinson USD 308 assistant superintendent, developed an innovative early childhood career pathway for high school students to support the local childcare workforce.
- Reno County has a reputation as a collaborative and innovative community among early childhood partners. When doing outreach to potential partners on the Childcare Market Study, Sara Gardner, KU-CPPR Assistant Director, wrote, "You guys are really at the forefront, not just in Kansas, but nationwide according to what we're hearing in the fact that you have so many cross-collaborative agencies, businesses, and leaders focused on child care."

K-Ready & Partner Timeline on Early Care and Education

- 2022 Childcare Market Study launches with Dr. Bradford Wiles, Kansas State University
- 2021 United Way of Reno County receives Schmidt Foundation grant and local match
K-Ready adopts 2030 vision and six imperatives
USD 309 Panther Pathways in early childhood starts
Hutchinson Regional Medical Center commits to developing a Child Care Academy
- 2020 Build Me Up Program to increase childcare quality launches with Early Childhood Block Grant
Reno County Child Care Coalition re-launches to support professional development
Ad hoc group meets to regularly assess the state of the childcare system and target resources
Hutch CF transitions fiscal sponsorship of Early Childhood Block Grant to the United Way
- 2019 K-Ready convenes public and private early care and education partners for system dialogue
- 2018 Hadley Daycare Center receives quality support from Early Childhood Block Grant
Hey Little Hutch launches as an online resource for parents of children birth to five
- 2017 State of Kansas changes funding guidelines that result in increased access to free Pre-K but
 dissolves collaboration and jeopardizes the private site business model
Hutch CF convenes childcare providers and administers infant care survey
Our Redeemer Lutheran opens Early Learning Center
- 2016 Hutch CF hosts early childhood film & discussion series and ACEs training
Hutch CF hosts early childhood bus tour for donors and policymakers
- 2015 Hutch Chamber convenes businesses on childcare and Brad Pryor leads Task Force
K-Ready hosts first annual early childhood Legislative Forum
- 2014 K-Ready launches Kindergarten Readiness Checklist
- 2013 United Way of Reno County launches K-Ready Reno County Coalition

K-Ready & Childcare Partners

United Way of Reno County
Hutchinson Community Foundation
Hutchinson/Reno County Chamber of
Commerce
Greater Hutch Economic Development
Partnership
Hutchinson USD 308
Nickerson/South Hutchinson USD 309
Fairfield USD 310
Pretty Prairie USD 311
Haven USD 312
Buhler USD 313
City of Hutchinson
Reno County Health Department
Child Care Links
Hutchinson Regional Healthcare System

Boys & Girls Clubs of Hutchinson
Hutchinson Community College
Reno County Head Start Birth to Five
Parents As Teachers
Horizons Mental Health Center
Reno County Child Care Coalition
Kansas Children's Service League
Early Education Center
Reno County Infant-Toddler Program
United Methodist Health Ministry Fund
Small Business Owners/Parents
Childcare Centers and Providers, including:
Abundant Life Childcare & Preschool,
Hadley Day Care Center, and Our Redeemer
Early Learning Center

Groups that Identified Childcare as a Priority in Fall 2021 ARPA Meetings

Boys & Girls Clubs of Hutchinson
Circles of Hope Reno County
Friends of Laura Meyer Dick
Greater Hutch Economic Development Advisory
Council
Greg Fast for City Council SW District
Haven Area Residents
Healthcare Leadership Team
Hutch Chamber Ambassadors
Hutch Chamber Board of Directors
Hutchinson Community Foundation board and
committees

Hutchinson Housing Commission
Jon Richardson for City Council
Leadership Reno County
Prairie Land Realtors
Partridge Area Citizens
Pretty Prairie Citizens
Public Meetings 1 & 2
Reno County Educational Leaders
Reno County Head Start
SW Bricktown Neighborhood
SW/SE Hutchinson

**Previous Funding Awarded to Childcare Partners in Reno County
by United Way of Reno County and Hutchinson Community Foundation**

2021 Total: \$120,837

Abundant Life Childcare & Preschool - \$14,950 for relicensing and expansion (Hutch CF)
Child Care Links - \$13,000 for scholarships to families who are not eligible for DCF childcare assistance (United Way Allocations)
Early Education Center, Inc. - \$16,130 for rebranding (Hutch CF)
Fairfield USD 310 - \$15,000 for toddler playground (Hutch CF)
Hadley Daycare Center - \$44,000 for support of sliding scale fee structure (United Way Allocations)
Hutchinson Public Schools Child Care Center - \$2,757 for appliances (Hutch CF)
Recovery Grants from Reno County VOAD administered by United Way of Reno County
Kaytie's Kids - \$1,000
Erica Basgall - \$1,000
Central Christian Child Care Center - \$1,000
Meme's Monkeys Daycare - \$1,000
Our Redeemer Early Learning Center - \$1,000
Little Blessings Daycare - \$1,000
Melissa's Childcare - \$1,000
Open Arms Childcare - \$1,000
Anette's Little Angels - \$1,000
Dreiling Daycare - \$1,000
Rockin' J's Child Care Center \$1,988
Hadley Daycare Center - \$1,336
Lazy Lane Daycare - \$1,000

2020 Total: \$132,166.66

Child Care Links - \$25,000 for childcare provider mini-grants (Hutch CF)
Child Care Links - \$7,500 for operations (Rally Reno Nonprofit Response)
Child Care Links - \$16,000 for scholarships to families who are not eligible for DCF childcare assistance (United Way Allocations)
Hadley Daycare Center - \$5,000 for operations (Rally Reno Nonprofit Response)
Hadley Daycare Center - \$73,666.66 for support of sliding scale fee structure (United Way Allocations)
Our Redeemer Early Learning Center - \$5,000 for operations (Rally Reno Nonprofit Response)

2019 Total: \$97,226.66

Child Care Links - \$16,323.66 for scholarships to families who are not eligible for DCF childcare assistance (United Way Allocations)
Hadley Daycare Center - \$13,688 for facility improvements (Hutch CF)
Hadley Daycare Center - \$67,214.34 for support of sliding scale fee structure (United Way Allocations)

2018 Total: \$126,716.34

Abundant Life Childcare & Preschool - \$6,000 for facility improvements (Hutch CF)
Child Care Links - \$17,762 - Scholarships to families who are not eligible for DCF childcare assistance (United Way Allocations)
Early Education Center - \$4,670 for equipment (Hutch CF)
Hadley Daycare Center - \$2,500 for equipment (Hutch CF)
Hadley Daycare Center - \$68,784.34 for support of sliding scale fee structure (United Way

Allocations)

Hutchinson Community College Childcare - \$12,000 for scholarships for HCC students in need of childcare (United Way Allocations)

South Hutchinson After School Kids & Preschool - \$15,000 for playground (Hutch CF)

2017 Total: \$123,860

Abundant Life Childcare & Preschool - \$10,000 for facility improvements (Hutch CF)

Child Care Links - \$16,860 –Scholarships to families who are not eligible for DCF childcare assistance (United Way Allocations)

Hadley Daycare Center - \$10,000 for facility improvements (Hutch CF)

Hadley Daycare Center - \$75,000 for support of sliding scale fee structure (United Way Allocations)

Hutchinson Community College Childcare - \$12,000 for scholarships for HCC students in need of childcare (United Way Allocations)

Hutchinson Public Schools Child Care Center - \$10,000 for expansion (Hutch CF)

Our Redeemer Early Learning Center - \$10,000 for start-up operations (United Way Community Impact Fund)

Our Redeemer Early Learning Center - \$2,500 for curriculum (Hutch CF)

South Hutchinson After School Kids & Preschool - \$10,000 for van (Hutch CF)

2016 Total: \$218,620

Abundant Life Childcare & Preschool - \$15,000 for facility improvements (Hutch CF)

Child Care Links - \$19,100 for scholarships to families who are not eligible for DCF childcare assistance (United Way Allocations)

Hadley Daycare Center - \$75,000 for support of sliding scale fee structure (United Way Allocations)

Hutchinson Community College Childcare - \$12,000 for scholarships for HCC students in need of childcare (United Way Allocations)

Hutchinson High Childcare Center - \$30,000 for support for high school students needing childcare (United Way Allocations)

Our Redeemer Early Learning Center - \$55,000 for start-up operations (Hutch CF)

Reno County Health Department - \$9,520 for rural childcare development (Hutch CF)

Union Valley Elementary School - \$3,000 for wrap-around Pre-K care (Hutch CF)

2015 Total: \$139,600

Child Care Links - \$19,100 for scholarships to families who are not eligible for DCF childcare assistance (United Way Allocations)

Hutchinson Community College Child Care Center - \$3,500 for playground (Hutch CF)

Hadley Daycare Center - \$75,000 for support of sliding scale fee structure (United Way Allocations)

Hutchinson Community College Childcare - \$12,000 for scholarships for HCC students in need of childcare (United Way Allocations)

Hutchinson High Childcare Center - \$30,000 for support for high school students needing childcare (United Way Allocations)

**Funding awarded prior to 2015 is available upon request.*

Landscape Scan on Childcare Efforts in Kansas

Pottawatomie County: The Pottawattamie County Economic Development Corporation stated the goal of “the Development of new and creative programs to enhance the availability and affordability of day care for children from birth to five years.” In 2019, the Pottawatomie County Child Care Task Force partnered with Dr. Bradford Wiles with K-State Research and Extension on a Community-Based Participatory Research approach to develop strategic goals and recommendations for addressing access to affordable, quality childcare. ([Draft report here](#).)

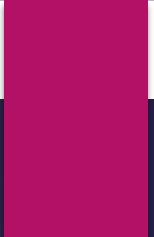
Ellis County: A Childcare Taskforce for Ellis County has been formed to identify causes and solutions to their growing childcare problem, and they are currently working with Dr. Bradford Wiles with K-State Research and Extension on a community-based survey ([article here](#)).

Lindsborg: The City of Lindsborg is leading a public-private partnership to address their childcare shortage and quality and hopes to implement a solution that can serve as a model for other communities to foster economic growth. Their initial focus is building a new high-quality childcare facility, the Sprout House, that has room for expansion ([article here](#)), and they are currently close to reaching their fundraising goal \$4 million to break ground.

Finney County: Finney County Economic Development created the [Finney County Childcare and Early Learning Network](#) in 2020 to promote the growth and sustainability of high-quality childcare ([article here](#)). They have developed a bootcamp and toolkit for other communities working on childcare, from an economic development and high-quality perspective.

Thomas County: LiveWell Northwest Kansas operates two group childcare facilities and is working with local and regional stakeholders to implement efforts to create a community-based model for childcare in Thomas County with technical support provided by Childcare Aware of Kansas ([article here](#)).

More information about the issue and efforts in Kansas can be found in [this series of articles in The Journal](#).



Reno County Child Care Market Study

PRESENTED BY BRADFORD B. WILES, PH.D. DIRECTOR OF THE ARCHER LAB AT
KANSAS STATE UNIVERSITY AND K-STATE RESEARCH AND EXTENSION

RENO COUNTY COMMISSIONERS MEETING 11/22/22, HUTCHINSON, KS

Overview

- ▶ Introduction
- ▶ Key Results and Findings
- ▶ Recommendations for Reno County decisionmakers and key stakeholders
- ▶ Recommendations for ECE providers
- ▶ Final Thoughts and Discussion

Bradford Wiles, Ph.D., Associate Professor and Director of ARCHER Lab at Kansas State



1997 - B.S. Psychology, Indiana University, Bloomington, IN

2008 - M.S. Human Development, Virginia Tech, Blacksburg, VA



2013 – Ph.D. Human Development, Virginia Tech, Blacksburg, VA

2013 – Graduate Certificate in Gerontology, Virginia Tech, Blacksburg, VA



2024 (Expected) Master in Public Health student at Kansas State University



Key Results and Findings

- ▶ Pay inequities for ECE providers
- ▶ Cost of quality care
- ▶ Honoring child care as a service to the community
- ▶ Demographic changes affecting future demand

Pay Inequities for Early Care Providers

- ▶ Lower wages without benefits for licensed early care and education providers
- ▶ Lower median income compared with other local employers
- ▶ Work longer hours (50+ on average)
- ▶ Loss of one center and six home providers in Reno County since June (1,886 slots total needed)

Cost of Quality Care

- ▶ Cost of quality care outpaces the ability for those with median income to pay for early care and education
- ▶ Cost per year for **one toddler** in a family care setting: \$4,420 (\$85/week)
- ▶ Cost per year for **one child** in center-based care: \$6,500 (\$125/week)
- ▶ Infant care costs an additional \$800 per year in center-based care and \$468 in a family care setting
- ▶ Families with more than one child face a doubling of these costs, if care is available at all

Focus Group Take Aways

- ▶ Residence: 95.96% in Reno County
- ▶ Gross income: \$30,000-\$34,999
- ▶ Average work week: 60+ hours
 - ▶ Do you work off the clock?
- ▶ Benefits
- ▶ Out of pocket expenses: 100%

True Cost of Care

*“But now I’m thinking, we went to a workshop. And we went out to eat for lunch and I sat there, and I thought oh, my goodness. **What I make an hour, I can’t pay for lunch.** I have to work two hours to pay for lunch. It really hit me that it was, oh, that’s not right. You know that is not right. That I’ve been doing this for 34 years, like it’s a long time.”*

*“You know **providers need to understand how important they are**, so that they can value their own work, and not just be lazy getting by with the least because when that's happening. The children aren't getting what they need. I think providers need to know how important of a job it is.”*

*“It would be amazing if we **could pay childcare providers at least the same as fast food workers.**”*

*“Probably my biggest barrier in why I’m no longer doing it is I did not have a retirement plan and I **did not have insurance.**”*

*“So, it’s just kind of, **but it's just sad that we have a job that people look down at us.** I enjoy doing it. But you know people just, you know, but I have seen it on the prayer list at church. I was amazed, during Covid. They said they need daycare providers, and I was like, Wow! You know I made the prayer list. Like its never made the prayer list before.”*

*“This job often **requires overtime, lacks training for caring for children with special needs** (a population that is regularly turned away and refused enrollment in daycares), and **employees are still seen as less deserving** than other service industry employees despite the increased responsibility and expectations.”*

True Cost of Care

"I feel like the surveyors could really benefit from perhaps spending some time in an actual facility, be at home or center. To get an idea of what actually goes on before they come in and strap on their badge. The fact is I believe that you can get your point across in a way without making people literally cry and there were many conversations of providers crying, many and I don't believe that's necessary."

*"When I think about how long I work, **I work about 50 hours a week**, just with children and then probably 10-20 [hours] without. So that's like 60-70 hour work week."*

*"Childcare providers **aren't appreciated.**"*

*"I do know the need in Hutchinson, Ks. for **quality childcare providers/facilities** is **HUGE.....**"*

*"Our current centers are **greatly underfunded**. They have wonderful staff and are doing the best they can with what they have. They also have waitlists and are having a difficult time finding and keeping staff"*

*"Something they don't think about, or are not very conscious of, even though surely they know it. If they pay us \$3.50 an hour, you know, for each child right off what they pay us. **We're not making \$3.50 an hour. We [are] buying food for their children, and paper goods for their children, and toys for their children, and cribs that meet state requirements**"*

*"If you can have 10 for one adult you should be able to have more than 12 for 2. **Home daycare's are not treated as equals** when considering daycare solutions and funding like centers."*

Honoring Child Care as a Service to the Community

- ▶ Significant public perception issues for early care and education (ECE) providers
- ▶ Public's lack of understanding of costs of care (e.g., unpaid time focused on providing care)
- ▶ All respondent groups noted community benefits provided by access to quality, affordable care
- ▶ Data indicated having care adds \$60,000 in household income

Reno County Projections

- ▶ Aging of population
- ▶ Hispanic population growing
- ▶ Out-migration of Reno County
- ▶ Relatively lower rates of median household income (~\$10,000 less than Kansas)
- ▶ Community Health
- ▶ Child care facilities

Changing Demographics Require Intentional and Mindful Responses

- ▶ Aging ECE providers without replacement
- ▶ Attract and retain younger workforce
- ▶ Attention to Hispanic families and communities
- ▶ Housing becomes less of an issue, but ECE need increases

Recommendations for Reno County decisionmakers and key stakeholders (Part 1)

- ▶ Provide funding to existing child care providers to sustain and incentivize their work in the community.
- ▶ Provide ongoing public presentations and community conversations to advance ECE in Reno County.
- ▶ Recognize the benefit that licensed home providers bring to all communities, *especially* in rural areas
- ▶ Incentivize, support, and pilot test innovative approaches to solving child care needs
- ▶ Adjust practices to meet community demand through collaboration
- ▶ Protect the integrity and good-faith efforts of these arrangements through leadership, communication, and honesty among all involved
 - ▶ Hire a professional in Community Development to guide and facilitate this work
 - ▶ House this position in a neutral / non-enforcement and non-political entity

Recommendations for Reno County decisionmakers and key stakeholders (Part 2)

- ▶ Support Hispanic families, the fastest growing segment of the population
 - ▶ Reassess Existing Use of Public Funding in the Childcare Sector
 - ▶ Leverage extramural funds beyond the American Rescue Plan Act (ARPA) funding currently available
 - ▶ Make plans to replace short-term funding support with long-term sustainability now
 - ▶ Ensure access equity when drawing on community resources in support of added capacity
 - ▶ Leverage novel tax advantages for employers and groups of employers
- ▶ Make plans to replace short-term funding support with long-term sustainability now
 - ▶ Ensure access equity when drawing on community resources in support of added capacity
 - ▶ Leverage novel tax advantages for employers and groups of employers
 - ▶ Ensure pay and compensation equity across settings for care (i.e., licensed home provider care ≠ inferior care)
 - ▶ Ensure pay and compensation equity across settings for care (i.e., licensed home provider care ≠ inferior care)

Recommendations for Early Care and Education Providers

- ▶ For licensed family / group home providers, explore options of potential benefit:
 - ▶ Forming a child care cooperative
 - ▶ Partnering with child care centers to minimize costs
 - ▶ Partner with school systems to meet the needs of families using *public funding*.

School System Funding

- ▶ Schools can partner with and provide funding to ECE businesses
 - ▶ Allows providers to make money
 - ▶ Care available year-round
 - ▶ Builds collaboration and capacity
 - ▶ Maximizes benefit to communities

Final Thoughts and Discussion

- ▶ Acknowledgement of K-Ready Leadership Team:
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 - ▶ Danielle Skurka, M.S.
 - ▶ Anthony Ferraro, Ph.D.
 - ▶ Kate Fluckiger
- ▶ **Acknowledgement of respondents and participants**

THANK YOU!!!



AGENDA ITEM

AGENDA ITEM #7.C

AGENDA DATE: February 7, 2023

PRESENTED BY: Reno County Commission

AGENDA TOPIC:
Commission Goals and Priorities Discussion

SUMMARY & BACKGROUND OF TOPIC:
Discussion of 2023 goals and priorities the county commissioners have for Reno County, both individually and collectively.

RECOMMENDATION / REQUEST:
Discussion item, no suggested action.