

**INTER-AGENCY AGREEMENT  
BETWEEN  
THE GRANTS DIVISION  
AND**

**\*\*\*INSERT DEPARTMENT\*\*\***

**THIS INTER-AGENCY AGREEMENT** (“Agreement”) is made between two departments of the City of San Bernardino, a municipal corporation and charter city (“City”), namely the Grants Division of the Office of the City Manager (“Grants Division”) and the **\*\*\*INSERT DEPARTMENT NAME\*\*\*** (“Department”). The Grants Division and the Department may be individually referred to as “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, the 2021 American Rescue Plan Act (“ARPA”) provided \$77.6 million to the City from the Coronavirus State and Local Recovery Fund (“SLFRF”), which consists of the Coronavirus State Fiscal Recovery Fund (“CSFRF”) and Coronavirus Local Fiscal Recovery Fund (“CLFRF”) (hereinafter, collectively, called “ARPA funding”);

**WHEREAS**, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

**WHEREAS**, the City has established a process for City departments to apply for ARPA funding;

**WHEREAS**, the Grants Division has administered the process for ARPA funding and recommends the Department receive ARPA funding for its program as described in this Agreement;

**WHEREAS**, the Grants Division and the Department wish to enter into this Agreement to memorialize each other’s responsibilities in regard to the ARPA funding for the program; and

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**AGREEMENT**

**A. PURPOSE**

The Grants Division hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

**B. SCOPE OF PROGRAM**

Department shall implement the program, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. **TERM**

The term of this Agreement shall begin on [\*\*\*INSERT START DATE\*\*\*] and end on December 31, 2026 unless terminated earlier in accordance with this Agreement.

D. **FINANCIAL AND PERFORMANCE REQUIREMENTS**

1. *Funding.* Subject to the availability of ARPA funding, the Grants Division shall provide funds to the Department for the program, in an amount not to exceed [\*\*\*INSERT DOLLAR AMOUNT (\$ .00)\*\*\*] for the term. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.

2. *Budget.* Department agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is part of the proposal at **Exhibit 1**.

3. *Payment.* The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement and in **Exhibit 1**. The Department shall comply with the ARPA funding requirements listed at **Exhibits 2 and 3**. Any ARPA funding advanced to Department prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting.* The Department agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and the Grants Division to meet any reporting deadlines. The Department shall adhere to the instructions and format, including specific forms required by the Grants Division and the U.S. Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4**.

5. *Audits.* The Department shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the Department's records with respect to matters covered by this Agreement. The Department shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records.* The Department shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

7. *Performance Management.* The Department shall collect performance data from subrecipients and grantees, as applicable, to measure progress towards achieving each grant's specific goals and objectives. The Department is required to establish performance reporting deadlines for subrecipients and grantees, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the Department reports to the Grants

Division monthly, then the Department is expected to collect performance data on a monthly basis. The Department should document the methodology for collecting and calculating performance data and use performance reports from subrecipients and grantees, as applicable, as the basis for monitoring, corrective action, and overall grant management.

8. *Subrecipient and Grantee Monitoring.* The Department shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress towards each grant's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

#### **E. CORRECTIVE ACTION AND TERMINATION**

1. *Corrective Action.* Upon written notice, the Grants Division may require the Department to take corrective action so the Department is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the program. Corrective action may be required for but is not limited to instances in which the Department: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The Grants Division may require corrective action of the Department, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to the Grants Division forthwith. Any funds advanced to the Department for services not yet rendered shall be returned to the Grants Division immediately.

#### **F. MODIFICATIONS AND AMENDMENTS**

The Department may submit a written request to the Grants Division asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to the Grants Division at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. The Grants Division will approve or deny the request in writing. The Department may not expend the ARPA funding under a reallocated program budget until such time they have received written approval from the Grants Division.

**G. GENERAL PROVISIONS AND CONDITIONS**

1. *Compliance with Laws.* The Parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Department shall constitute a material breach of this Agreement and shall entitle the Grants Division to terminate this Agreement immediately upon delivery of written notice of termination to the Department.

2. *Nondiscrimination.* The Parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Department shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The Department shall not use different sources of federal funding to pay for the same services. The Department shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA or CARES funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of California and subject to the jurisdiction of a court of competent jurisdiction in San Bernardino County.

5. *No Assignment.* This Agreement shall not be assigned by the Department to another party without the prior written approval of the Grants Division. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

**FOR THE GRANTS DIVISION:**

**FOR DEPARTMENT:**

Mary Alvarez-Gomez, Grants Division Manager **\*\*\*INSERT ADDRESS\*\*\***  
Office of the City Manager, Grants Division  
290 North D Street  
San Bernardino, CA 92401  
Alvarez-Gomez\_Ma@sbcity.org

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

**[SIGNATURE PAGE FOLLOWS]**

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**SIGNATURE PAGE TO  
INTER-AGENCY AGREEMENT  
BETWEEN  
THE GRANTS DIVISION  
AND**

**\*\*\*INSERT DEPARTMENT\*\*\***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF SAN BERNARDINO  
GRANTS DIVISION OF THE OFFICE OF  
THE CITY MANAGER  
APPROVED BY:**

**CITY OF SAN BERNARDINO  
\*\*\*INSERT DEPARTMENT\*\*\*  
APPROVED BY:**

\_\_\_\_\_  
**Rochelle Clayton, Acting City Manager**

\_\_\_\_\_  
**\*\*\*INSERT DEPARTMENT HEAD\*\*\***

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## **EXHIBIT 1**

### **SCOPE OF SERVICES AND BUDGET**

1. The Department will implement the program in accordance with its proposal, as approved by the Grants Division, which is attached hereto and incorporated herein.
2. The Department's implementation of the program may include but not be limited to contracting with subrecipients, grantees, or contractors, providing programmatic monitoring and oversight of subrecipients or grantees, as applicable, providing budget oversight, drafting reports, and overseeing program evaluation.
3. The Department supported by the Grants Division will provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.
4. The Department will work with subrecipients, grantees, and contractors to track program outcomes and will provide draft program reports to the Grants Division as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by the Grants Division.
5. The Department will receive invoices from subrecipients, grantees, and contractors, track expenditures, and complete draft fiscal reports for submission to the Grants Division.
6. The Department supported by the Grants Division will provide technical assistance and operational support to subrecipients or grantees, as needed.
7. The Department shall follow the instructions of the Grants Division related to compliance with ARPA funding requirements.

**[ATTACH PROPOSAL SCOPE OF WORK AND LINE-ITEM BUDGET APPROVED BY THE GRANTS DIVISION BEHIND THIS PAGE]**



2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. Department agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

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## EXHIBIT 3

### AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**10. Remedial Actions.** In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

**11. Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**12. False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [ ] by the U.S. Department of the Treasury."

**14. Debts Owed the Federal Government.**

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

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

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



## EXHIBIT 4

### REPORTING TERMS AND CONDITIONS

The Department shall submit performance reports about the activities funded under this Agreement. Reports shall provide the necessary information by using the procedures established by the Grants Division for that purpose. The Grants Division will meet with the Department on quarterly basis to discuss performance, unless otherwise determined.

#### Performance Reports

All monthly reports of finances, expenditures, and performance measures on ARPA-funded projects should be submitted to the Grants Division **by the second Friday of each calendar month**. Every month, the Department will provide a narrative report on all project activities. Reporting frequency subject to change.

Reporting deadlines prior to the approval of the agreement by the Board of Estimates do not apply. Reporting deadlines after the end of the award term do not apply.

Calendar Year	Period of Activity	Monthly Report Due Date
2024	October 1, 2024 – October 31, 2024	November 8, 2024
2024	November 1, 2024 – November 30, 2024	December 13, 2024
2024	December 1, 2024 – December 31, 2024	January 10, 2025
2025	January 1, 2025 – January 31, 2025	February 14, 2025
2025	February 1, 2025 – February 28, 2025	March 14, 2025
2025	March 1, 2025 – March 31, 2025	April 11, 2025
2025	April 1, 2025 – April 30, 2025	May 9, 2025
2025	May 1, 2025 – May 31, 2025	June 13, 2025
2025	June 1, 2025 – June 30, 2025	July 11, 2025
2025	July 1, 2025 – July 31, 2025	August 15, 2025
2025	August 1, 2025 – August 31, 2025	September 12, 2025
2025	September 1, 2025 – September 30, 2025	October 10, 2025
2025	October 1, 2025 – October 31, 2025	November 14, 2025
2025	November 1, 2025 – November 30, 2025	December 12, 2025
2026	December 1, 2025 – December 31, 2025	January 9, 2026
2026	January 1, 2026 – January 31, 2026	February 13, 2026
2026	February 1, 2026 – February 28, 2026	March 13, 2026
2026	March 1, 2026 – March 31, 2026	April 10, 2026
2026	April 1, 2026 – April 30, 2026	May 8, 2026
2026	May 1, 2026 – May 31, 2026	June 12, 2026
2026	June 1, 2026 – June 30, 2026	July 10, 2026

2026	July 1, 2026 – July 31, 2026	August 14, 2026
2026	August 1, 2026 – August 31, 2026	September 11, 2026
2026	September 1, 2026 – September 30, 2026	October 9, 2026
2026	October 1, 2026 – October 31, 2026	November 13, 2026
2026	November 1, 2026 – November 30, 2026	December 11, 2026
2027	December 1, 2026 – December 31, 2026	January 8, 2027

\* Deadline modified due to a holiday on the second Friday of the month.

Expenditure Category: **[LIST EXPENDITURE CATEGORY]**

Performance reports shall provide the following information: **[LIST PERFORMANCE MEASURES]**

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