

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO COUNTY ADMINISTRATIVE OFFICE – FINANCE AND
ADMINISTRATION
AND
BLOOMINGTON RECREATION AND PARK DISTRICT
FOR
AMERICAN RESCUE PLAN ACT – CORONAVIRUS LOCAL FISCAL RECOVERY FUND

AYALA PARK SPLASH PAD PROJECT**

October 1, 2024 through December 31, 2026

WHEREAS, on March 4, 2020, the State of California declared a state of emergency as a result of the Coronavirus Disease 2019 (COVID-19) outbreak and on March 13, 2020, by Proclamation 9994, the President declared a national emergency concerning the COVID-19 pandemic. The COVID-19 pandemic continues to cause significant risk to the public health and safety of the United States; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President and the law is intended to combat the COVID-19 pandemic, including the public health and economic impacts; and

WHEREAS, pursuant to Section 9901 of the ARPA, San Bernardino County received a disbursement from the United States Department of the Treasury of money associated with the Coronavirus Local Fiscal Recovery Fund (CLFRF) for Local Governments under Section 603(a) [see 42 U.S.C. Section 803]; and

WHEREAS, San Bernardino County agreed to comply with the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions (Terms and Conditions), including Assurance of Compliance with Title VI of the Civil Rights Act of 1964 (Assurance of Compliance with Civil Rights Requirements), identified in the United States Department of the Treasury and San Bernardino County Agreement (OMB Approved No. 1505-0271) (United States Department of the Treasury Agreement), which is on file with the County and incorporated herein by this reference; and

WHEREAS, the Assistance Listing Number (ALN)/Federal Assistance Identification Number (FAIN) for the ARPA CLFRF is 21.027/SLFRP0154 respectively; and

WHEREAS, the ARPA provides that payments from the CLFRF may be used for the following: i) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; ii) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; iii) for the provision of government services to the extent of the

reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; or iv) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, funding provided under ARPA CLFRF must be obligated by December 31, 2024 and expended by December 31, 2026; and

WHEREAS, the San Bernardino County Administrative Office – Finance and Administration, hereinafter referred to as CAO, and the **Bloomington Recreation and Park District**, hereinafter referred to as Agency, are both departments or the department and the entity of San Bernardino County; and

WHEREAS, the CAO and Agency desire to continue to collaborate on the procurement of goods and/or services necessary to complete the **Ayala Park Splash Pad Project** in the amount of not to exceed **\$100,000.00** for project expenditures identified in this Memorandum of Understanding (MOU).

NOW, THEREFORE, in consideration of the above, the County and Agency agree as follows:

1. THE ARPA CLFRF

- a. The transfer from ARPA CLFRF by the CAO of an amount not to exceed **\$100,000.00** to Agency is on a reimbursement basis for expenditures identified in the Scope of Work under this MOU to carry out the aforementioned ARPA project in compliance with all the provisions set forth in this MOU.
- b. Agency certifies that the use of funds that will be submitted for reimbursement from the CLFRF under this MOU will be used only to cover those incurred costs that meet the eligibility criteria of costs and timeframe as required by the United States Department of the Treasury (U.S. Treasury).
- c. Both the CAO and Agency agree to comply with any and all ARPA CLFRF requirements, including but not limited to, the terms included in this MOU, as well as any and all applicable County, Agency, State, and Federal laws, regulations, policies and procedures pertaining to the funding described in this MOU, including but not limited to, Title 2 Code of Federal Regulations (C.F.R.) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as well as U.S. Treasury’s Compliance and Reporting Guidance.
- d. Agency acknowledges its responsibility to comply with the ARPA CLFRF Award Terms and Conditions and the Assurance of Compliance with Civil Rights Requirements as attached in Exhibit B.
- e. Agency shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Agency shall not use or disclose any identifying information for any other purpose other than carrying out the Agency's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.

2. TERM

- a. This MOU is effective on as of the date last signed by authorized representatives of any party (Effective Date), requires all incurred obligations as of October 1, 2024, and expires on December 31, 2026, but may be terminated earlier in accordance with the provisions of this MOU.
- b. The CAO reserves the right to terminate the MOU, for any reason, with a thirty (30) day written notice of termination. The County's Chief Executive Officer (CEO) or Chief Financial Officer (CFO) is authorized to terminate this MOU. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Agency for goods provided or services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice, Agency shall promptly discontinue services unless the notice directs otherwise. Agency shall deliver promptly to the CAO and transfer title (if necessary), all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

3. ACCOUNTING AND AUDITING

- a. The Agency shall retain documentation of all uses of the ARPA funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Part 200 Section 200.334 (retention requirements for records). Such documentation shall be produced to the CAO upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive).
- b. The Agency shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by the CAO or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the CAO, the State or the United States Government during normal business hours at Agency. Copies will be made and furnished by Agency upon written request by the CAO.
- c. The CAO, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Agency in the delivery of services provided under this MOU. The Agency shall give full cooperation in any auditing or monitoring conducted. The Agency shall cooperate with the CAO in the implementation, monitoring, and evaluation of this Agency and comply with all the reporting requirements established by the CAO.
- d. The Agency shall submit an invoice for reimbursement in the format as prescribed by the CAO. Upon review/approval by the CAO, the CAO shall reimburse the Agency within 30 days of the completion of the CAO review.
- e. The Agency shall repay to the CAO any reimbursement for ARPA funding that is determined by subsequent audit to be unallowable under the ARPA

requirements within the time period required by the ARPA, but no later than thirty (30) days of the Agency's receiving notice of audit findings.

4. SCOPE OF WORK

Agency agrees to utilize ARPA CLFRF funds for the below described project only:

a. Project Description

The Project proposes the construction of a 40-foot diameter splash pad. The new water system will utilize water storage tanks, purification systems, recirculation pumps, and programmable controllers to ensure water conservation and sufficient water supply to the new splash pad.

b. Project Deliverable(s)

Department of Public Works – Special Districts shall provide project management and inspection services for the project through project completion.

c. Expenditure List

See Exhibit A

5. ENTIRE AGREEMENT

This MOU, including all Exhibits that are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs the same of its own free will and **does not disclaim binding effect or state that it does not create rights or obligations.**

6. CONTRACT EXECUTION

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

7. CONTRACT ACKNOWLEDGEMENT

The San Bernardino County Chief Financial Officer and the Director for the Department of Public Works – Special Districts acknowledge the MOU and agree to its terms and conditions.

_____ **Date:** _____
Noel Castillo, Director

San Bernardino County
Department of Public Works – Special Districts

_____ **Date:** _____
Matthew Erickson, County Chief Financial Officer

San Bernardino County
County Administrative Office
Finance and Administration

IN WITNESS WHEREOF, the San Bernardino County and the Bloomington Recreation and Park District have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

BLOOMINGTON RECREATION AND PARK DISTRICT

Dawn Rowe, Chair, Board of Supervisors

Dawn Rowe, Chair, Board of Directors

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Lynna Monell, Secretary

By _____
Deputy

By _____
Deputy

FOR COUNTY USE ONLY

| | | |
|---|--|---|
| Approved as to Legal Form ▶ _____ County Counsel Date _____ | Reviewed for Contract Compliance ▶ _____ Date _____ | Reviewed/Approved by Department ▶ _____ Date _____ |
|---|--|---|

EXHIBIT A
EXPENDITURE LIST

The following is the list of projected expenditures that will be funded by the ARPA CLFRF for the deliverable(s) identified in the Scope of Work.

| Payroll Expenditure Item(s) | Position Description | EMACS Hourly Rate | Date Position Filled* | Obligation Amount (Estimate) as of 10/1/2024 |
|--|--------------------------------------|--------------------------|------------------------------|---|
| Payroll (Type Position #): | | | | |
| 88768 | Special Districts Project Manager | \$ 74.44 | 10/01/2024 | \$ 81,818.18 |
| 70772 | Division Manager, Project Management | \$ 120.46 | 10/01/2024 | \$ 9,090.91 |
| | | | | \$ |
| | | | | \$ |
| Payroll - Total | | | | \$ 90,909.90 |
| | | | | |
| Non-payroll Expenditure Item(s) | Item Description | Price | Quantity | Obligation Amount (Estimate) as of 10/1/2024 |
| Other (Type GL Account #): | | | | |
| 40509194 | Indirect Payroll Charge | \$9,090.91 | 1 | \$ 9,090.91 |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| **Other - Total | | | | \$ 9,090.91 |
| | | | | |
| Total Expenditure | | | | \$100,000.00 |

***Note:** Position filled date should be 10/1/2024 for this MOU purpose if the position is currently filled since 10/1/2024. If the position is currently vacant, enter the last date the position was filled.

****Note:** Other is for any expenditure other than payroll (i.e., salaries and benefits) costs.

EXHIBIT B

**ARPA AWARD TERMS CONDITIONS AND THE ASSURANCE OF COMPLIANCE
WITH CIVIL RIGHTS REQUIREMENTS**

[SEPARATELY ATTACHED]