Memorandum of Understanding

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

This Memorandum of Understanding (MOU), is entered into by the City of Meridian and The Meridian Public Works Department (the Department) for the use of certain federal financial assistance as allocated by the City.

The purpose of this MOU is to establish a framework for the collaboration between the City's Finance Department and the Public Works Department to carry out the following project:

Section 1 – General Information

Prime Recipient	City of Meridian
Awarding Agency	U.S. Department of the Treasury
Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number (ALN)	21.027
Federal Award Identification Number (FAIN)	SLFRP5436
Period of Performance Start and End Dates	To cover eligible costs incurred beginning March 3, 2021, and ending with costs incurred or obligated by December 31, 2024 and all costs expended by December 31, 2026.
Project Name	WRRF Biosolids Dryer
Grant Amount	$192,878.46
City Contact Information	Laurelei McVey (208) 489-0365

Section 2 – The Grant

2.1 – Overview of the Grant

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan, delivered approximately $12,800,000.00 million to the City to support its response to and recovery from the COVID-19 public health emergency.

The SLFRF program provides governments across the Country with the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts
- Maintain vital public services, even amid declines in revenue resulting from the crisis
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

2.2 – Project Amount

The City Council has allocated, and the Public Works Department agrees to accept, on the terms and conditions in the MOU, the grant amount listed in Section 1 – General Information.

2.2 – Project Purpose

The grant is being made solely to finance the project described in Section 1 – General Information of the MOU. The Department shall expend the grant funds only for costs eligible for reimbursement under ARPA; 2 CFR Title 2, Subtitle A, Chapter II, Part 200.430 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")**,** and other applicable federal rules and regulations. The Department shall expend the grant funds only for goods and services described in its application that was reviewed and approved by the City Finance Department and City Council. The Department shall be responsible for compliance with, and shall comply in all material responses with, all applicable laws and regulations, regardless of whether the laws or regulations are expressly referenced herein. For information on eligible costs for recipients, subrecipients or beneficiaries refer to the Recipient Handbook and applicable federal law and regulations, and guidance issued by the U.S. Department of the Treasury for use of SLFRF funds.

2.3 – Period of Performance

All eligible expenditures must be incurred or obligated by December 31, 2024, and expended by December 31, 2026, as allowed by federal law and regulation.

2.4 – Reporting and Compliance with Laws

The Department shall comply with all reporting requirements set forth by the Finance Department. In addition, the Department agrees that each project shall be constructed or undertaken, and each grant shall be expended in full compliance with all applicable provisions of federal, state, and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Department covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment, and anti-discrimination.

Section 3- Federal Requirements

3.1 – Federal Award Terms and Conditions

The parties acknowledge that these funds constitute federal financial assistance to the City of Meridian, Idaho, including all departments of the City, and therefore use of these funds must be in accordance with Uniform Guidance, and that none of these requirements are waived by recitations or terms of this MOU or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law.

The project design and purpose may require funds to be paid to subrecipients, contractors, and/or beneficiaries and for the Department to be a Pass-through Entity under federal regulations. The Department specifically acknowledges responsibility for its duties under Uniform Guidance, including without limitation:

- 2 CFR 200.214 – Suspension and Department
- 2 CFR 200.301 Performance measurement
- 2 CFR 200.302 Financial management
- 2 CFR 200.303 Internal Controls
- 2 CFR 200.317-327 Procurement Standards
- 2 CFR 200.331 Subrecipient and contractor determinations
- 2 CFR 200.332 Requirements for pass-through entities including subrecipient risk assessment, monitoring, and follow-up

The Department will adhere to and apply to all subrecipient the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards. The City's Finance Department should be consulted as needed to ensure adherence to contracts, and conformance with federal requirements.

3.2 Title VI Civil Rights Laws

The Department by entering this MOU certifies its compliance with Title VI Civil Rights laws. The Department will also seek certification of compliance as may be required of subaward recipients and contractors.

Section 4 - Miscellaneous

4.1 – Termination

The Finance Department, in its sole and absolute discretion, may terminate this MOU hereunder:

(i) If the Department has breached any provision of this MOU or has failed to comply with any applicable federal, state, or local law or regulation applicable to this project;

(ii) If any representation or warranty, including supporting documentation, made by the Department shall prove to have been incorrect in any material respect at the time made; or

(iii) If the Department is noncompliance due to severe programmatic or administrative issues, such as inability to deliver on objectives, or inability to submit information required for ongoing monitoring.

4.2 – Changing Guidance from the U.S. Department of the Treasury

The U.S. Department of Treasury has provided ongoing guidance on the use of and reporting on SLFRF funds. If any new guidance materially impacts how the Department plans to use the SLFRF funds, the Finance Department has the right to change the project, so it can be compliant with federal requirements.

4.4 - Political Activity Prohibited

None of the funds provided under this MOU shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this MOU shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

4.5 - Right to Review

The Department's project and accounting for expenditures of SLFRF funds are subject to review by any federal or state auditor; the Finance Department; or their designees. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by City or other agents or employees, inspection of all records or other materials which the parties deem pertinent to the MOU and its performance, and all communications with or evaluations by service recipients under this MOU.

4.6 - Modifications

Each party may request changes in the MOU. Any and all agreed modifications shall be in wiring, signed by each of the parties.

4.7 - Records Maintenance

The Department shall maintain all books, records, documents, data, and other evidence relating to this MOU and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU. The Department shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the latest date set forth below.

City Meridian Public Works Department (recipient)

Signature: ______________________________

Name: Laurelei McVey

Title: Public Works Director

Date: ______________________________

Name of Department: City of Meridian Finance Department

Signature: ______________________________

Name: Todd Lavoie

Title: Chief Financial Officer

Date: ______________________________