

**INTER-AGENCY AGREEMENT BETWEEN  
THE TOWN OF HAMDEN  
AND  
THE DEPARTMENT OF FINANCE**

**THIS INTER-AGENCY AGREEMENT** (“Agreement”) is made between agencies of the Town of Hamden namely the **Mayor of the Town of Hamden** (“Town”), and the **Department of Finance**.

**WHEREAS**, the 2021 American Rescue Plan Act (“ARPA”) provided \$24,140,338 million to the Town 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 Town with the ARPA funding conditional on the Town complying with its rules and regulations;

**WHEREAS**, the Town has established a process for Town agencies and organizations external to the Town to apply for ARPA funding;

**WHEREAS**, the Town has administered the process for ARPA funding and assigns the Department the custody, disbursement, and control over expenditures for the program of Administration and Compliance of ARPA funds as described in this Agreement;

**WHEREAS**, the Town 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, THIS AGREEMENT WITNESSETH** that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**A. PURPOSE**

The Town 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**

The 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 June 24, 2024, and end on April 30, 2027, unless terminated earlier in accordance with this Agreement.

**D. FINANCIAL AND PERFORMANCE REQUIREMENTS**

1. *Funding.* The Town shall assign the management of ARPA funds to the Department for the program, in an amount not to exceed **\$1,503,432.00**. Any expenses/costs incurred by the Department in excess of this amount shall be the sole responsibility of the Department.

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

3. *Payment.* The Town shall make ARPA funding available for use as specified in this Agreement. The ARPA funding shall be used to provide the services described in this Agreement and in **Exhibit 1**. Any ARPA funds expended 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 shall provide reports as required by the U.S Department of Treasury and requested by the Town, inclusive of supporting documents. The Department shall adhere to the instructions and format, including specific forms required for ARPA funding.

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 Town, 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 Town, 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.

8. *Monitoring.* The Department shall conduct regular, consistent, and documented monitoring and oversight of activities as applicable, to ensure compliance with standards and progress towards specific goals and objectives.

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

1. *Corrective Action.* Upon written notice, the Town 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 Town may require corrective action of the Department, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring.

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

The Department may submit a written request to the Town is asking for a budget revision, if such revision exceeds 25% of any budgeted line item. The request should include an explanation for why a revision is needed and be provided to the Town prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for revision. The Town will approve or deny the request in writing. The Department may not expend the ARPA funding under a revised budget until such time they have received written approval from the Town. Any modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the Legislative Council, if applicable.

## **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 Town to implement corrective actions immediately.

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 Connecticut.

5. *No Assignment.* This Agreement shall not be assigned by the Department to another party without the prior written approval of the Town. 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.

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]**

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.


**TOWN OF HAMDEN**

  
WITNESS

By:   
Lauren Garrett, Mayor

Date: 6/27/2024

**DEPARTMENT OF FINANCE**

  
WITNESS

By:   
Name/Title:

Date: 6/27/2024

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

  
Town Attorney

6/28/2024  
Date:

**APPROVED BY THE LEGISLATIVE COUNCIL**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date:

## **EXHIBIT 1**

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

1. The Department will implement the program, which is attached hereto and incorporated herein, in accordance with the Town's Fiscal Structure and Policy Manual and as approved by the Town..
2. The Department's implementation of the program may include but not be limited to contracting with subrecipients, grantees, vendors, 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 shall provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.
4. The Department shall work with subrecipients, grantees, vendors, and contractors to track program outcomes and will provide draft program reports to the Town as requested.
5. The Department shall receive invoices from subrecipients, grantees, vendors, and contractors, track expenditures, and complete fiscal reports for submission to the Town.
6. The Department shall provide technical assistance and operational support to subrecipients or grantees, as needed.
7. The Department shall provide reports as required by the U.S Department of Treasury and requested by the Town, inclusive of supporting documents. The Department shall adhere to the instructions and format, including specific forms required for ARPA funding.
8. 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 Town, 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 Town, 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.

## Exhibit 2

<b>ARPA Implementation, Administrative, Compliance Budget</b>						
	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>Total</b>	
<b>Legal</b>						
Internal	\$ 60,000	\$ 40,000	\$ 25,000	\$ 25,000	\$ 150,000	
External	\$ 100,000	\$ 80,000	\$ 85,000	\$ 75,000	\$ 340,000	
<b>Personnel</b>						
Internal	\$ 65,000	\$ 165,000	\$ 165,000	\$ 116,005	\$ 511,005	
External Consultants	\$ 25,000	\$ 157,300	\$ 158,127	\$ 30,000	\$ 370,427	
<b>Equipment</b>	\$ 25,000	\$ 25,000	\$ 25,000		\$ 75,000	
<b>Supplies</b>	\$ 24,300	\$ 10,000	\$ 10,000	\$ 2,000	\$ 46,300	
<b>Miscellaneous</b>	\$ 700	\$ 5,000	\$ 5,000		\$ 10,700	
<b>Total</b>	<b>\$ 300,000</b>	<b>\$ 482,300</b>	<b>\$ 473,127</b>	<b>\$ 248,005</b>	<b>\$ 1,503,432</b>	