Attachment C
Draft Template
Memorandum of Understanding
Between
Santa Barbara County Executive Office,
and the
Santa Barbara County [*INSERT DEPARTMENT NAME*]

This Memorandum of Understanding (MOU) is entered into by and between the Santa Barbara County Executive Office (CEO) and the Santa Barbara County [*Insert Department Name]* (Department), herein referred to collectively as PARTIES.

Whereas, Santa Barbara County has received American Rescue Plan Act of 2021 State and Local Fiscal Recovery Funds (ARPA). The Santa Barbara County Board of Supervisors (Board) has tasked CEO with administering the County's ARPA funds in accordance with the Board approved project allocations.

Whereas, ARPA funds have been appropriated for Department to carry out the project described below.

Whereas, in November 2023, the U.S. Department of Treasury released the Obligation Interim Final Rule, which defined "obligation" for purposes of the December 31, 2024 obligation deadline as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.".

Whereas, U.S. Department of the Treasury's Local Fiscal Recovery Funds FAQ 17.6, dated March 29, 2024, states that an interagency agreement between departments and agencies within a recipient's government satisfies the December 31, 2024 "obligation" deadline, provided the interagency agreement satisfies one of the following conditions:
- it imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program;
- it governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
- it governs the procurement of goods or services by one agency, department, or part of government from another

and the agreement also satisfies each of the following conditions:
- it sets forth specific requirements, such as a scope of work and project deliverables;
- it is signed by the parties to the agreement, or otherwise evidences that each party has assented to the agreement; and
- it does not disclaim any binding effect or state that it does not create rights or obligations.

Now therefore, the PARTIES do mutually agree as follows:
1. The above recitals are true and correct and incorporated herein.
2. PROJEC ID. The project described below is identified as [*Insert Project ID]*.
3. PROJECT DESCRIPTION. [*Insert description of the project and project deliverables]*.
4. OBLIGATED FUNDS. The ARPA funding obligated this project is *[Insert project Total]*.

5. PROJECT EXPENDITURES. Department shall expend funds in a manner consistent with approved project description, which is an eligible use within U.S. Treasury guidelines for ARPA project expenditures, under expenditure category (*insert expenditure category number and description*).
6. REIMBURSEMENT REQUESTS. Department shall submit funding draw requests, with requisite documentation of expenditures, for reimbursement to CEO on a quarterly basis for work performed. In the event that services from other County departments are utilized by Department, those expenditures with appropriate supporting documentation shall be included in Department's draw requests.
7. REPORTING. The CEO will lead reporting efforts required for the Project through the U.S. Treasury's portal. Department agrees to provide documentation and project information as requested by the CEO's Office to support compliance with ARPA reporting requirements.
8. TERM. The term of this MOU shall commence as of the date of execution by PARTIES and shall extend through the U.S. Treasury expenditure deadline for ARPA funds of December 31, 2026 unless otherwise modified or terminated earlier upon mutual agreement of PARTIES.

This Memorandum of Understanding is entered into in Santa Barbara County and shall be effective when fully executed by the PARTIES

SANTA BARBARA COUNTY EXECUTIVE OFFICE

_____

Mona Miyasato
County Executive Officer

_____

Date

SANTA BARBARA COUNTY (*insert Department name)*

_____

(Insert Department Head Name)
(Insert Department Head Title)

_____

Date