

**INTER-AGENCY AGREEMENT  
BETWEEN  
THE CITY  
MANAGER’S OFFICE  
AND  
THE HOUSING DEPARTMENT**

**THIS INTER-AGENCY AGREEMENT** (“Agreement”) is made between two agencies of the City of Hawthorne (“CITY”), namely the **City Manager’s Office** and the **Housing Department** (“Department”).

**WHEREAS**, the 2021 American Rescue Plan Act (“ARPA”) provided \$30,260,827 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; and

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

**WHEREAS**, the City desires to engage in a housing revitalization project known as the Hawthorne Housing Rehabilitation of the City Owned Properties 2023 (Project#23-09). This HUD approved project will update 38 existing low-income affordable housing units.

**WHEREAS**, the Hawthorne Housing Rehabilitation of the City Owned Properties 2023 (Project#23-09) is an eligible expense under the SLFRF Guidelines under the category for development, repair, and operation of affordable housing and services or programs to increase long-term housing security” is an enumerated eligible use to respond to impacts of the pandemic on households and communities; and

**WHEREAS**, Housing has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the parties agree as follows:

**1. PURPOSE**

City Manager’s Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

**2. SCOPE OF SERVICES**

Housing agrees to manage the project and pay the contractor according to the job specifications for each site. The scope of work includes:

Remodeling, renovating and modifying the City's apartment buildings, kitchens, and restrooms and to comply with the requirements of the Americans with Disability Act (ADA). The work also consist of new doors and frames, hardware, flooring, drywall, toilet compartments, toilet fixtures, windows, caulking and sealants, stripping, patching, painting, cleaning, plumbing, electrical and mechanical work and all other incidental work necessary to complete the improvement in accordance with the Specifications. This project will bring units up to code and upgrade living conditions.

### **3. TERM**

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

### **4. CONTRACT AMOUNT**

- The City agrees to provide ARPA funding for the Hawthorne Housing Rehabilitation of the City Owned Properties 2023 (Project#23-09) under this Agreement in the amount not to exceed \$1,207,494.16, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.

- Housing shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

### **5. RESPONSIBILITIES OF HOUSING**

Housing shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Provide necessary tools, equipment, and personnel required to complete project management.
- Ensure that all expenditures are to be in accordance with the approved budget.

### **6. RESPONSIBILITIES OF THE CITY**

The City shall:

- Provide access to all relevant city property and facilities required by Housing and selected vendor to perform its services.
- 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

### **7. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the City and Housing and supersedes all prior agreements or understandings, whether oral or written.

### **8. AMENDMENTS**

This Agreement may be amended only in writing, signed by both parties.

**9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

**CITY OF HAWTHORNE**

**CITY MANAGER'S OFFICE**

By: \_\_\_\_\_  
Vontray Norris  
City Manager

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

**HOUSING DEPARTMENT**

By: \_\_\_\_\_  
Kimberly Mack  
Housing Director

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

## **EXHIBIT 1**

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

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.
2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.
3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.
4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.
5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.
6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

