

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

**THIS AGREEMENT** is made this \_\_\_\_ day of July, 2023, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and Northstar Tutoring, 2437 15th St. NW Washington, DC 20009, hereinafter referred to as “Contractor,” each individually referred to hereinafter as a “Party” and collectively referred to hereinafter as the “Parties.”

**RECITALS**

**WHEREAS**, the Hyattsville City Council determined that it is in the best interests of the residents of the City of Hyattsville to provide youth with tutoring and mentorship programs;

**WHEREAS**, the Hyattsville City Council authorized the City Administrator to enter into a contract with an entity that will provide a tutoring and mentorship program (hereinafter, the “Project”);

**WHEREAS**, the Contractor is a nonprofit with years of experience executing tutoring-mentorship programming in the District of Columbia;

**WHEREAS**, the Contractor has agreed to collaborate with the City with respect to fundraising to attempt to cover the costs of the Project. If fundraising efforts are not successful, the City will pay the project costs to Contractor.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

**ARTICLE I. SCOPE OF SERVICES**

The Project will be carried out by the Contractor and shall include all work outlined in the recitals above, including:

A. The provision of a tutoring and mentorship program three days per week during weeks that Prince George’s County Public schools are in session, offering virtual programming for those who request online services, and offering at least ten (10) sessions of tutoring during the summer months and virtual programming for those who request online services. The City shall ensure space and/or virtual streaming software and support staff are available to Contractor for the execution of the program by Contractor.

B. The recruitment, training, screening and pairing of adult mentor tutors with up to sixty (60), but no less than fifty (50), mentee students in grades Kindergarten (K) through twelve (12) who participate in the City’s teen programs. Contractor is solely responsible for the employment and supervision of adult mentor tutors.

C. During weeks that PGCPS is in session, participation in a monthly meeting with City staff and school staff and/or teachers to track, measure and ensure student progress.

D. Contractor will provide quarterly written reports indicating attendance data and participant academic progress. The quarterly reports will be provided for the periods as follows: July – September, October – December, January – March and April – June.

E. Contractor will provide weekly attendance reports.

**ARTICLE II. PERIOD OF PERFORMANCE**

Contractor and City agree to commence the project in July 2023 with continuing services provided through June 2024.

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

ARTICLE III.

FEE FOR SERVICES

In exchange for these good and valuable services, the Contractor will receive an amount equal to Eighty Thousand Dollars (\$80,000.00), either from third parties that the City assists in soliciting, or in twelve (12) monthly installments of Six Thousand Six Hundred and Sixty Six Dollars (\$6,666), upon invoice from the Contractor to the City.

ARTICLE IV. ENTIRE AGREEMENT AND BINDING EFFECT

This Agreement contains the final and entire understanding of the parties with respect to the subject matter of this Agreement. There are no representations, terms, conditions, statements, warranties, promises or understanding other than those expressly set forth or referenced herein. This Agreement shall be binding upon the Parties, their heirs, personal representatives, successors, and assigns. No provision in this Agreement shall be interpreted for or against a party because that party or that party's attorney suggested language for or drafted such provision.

ARTICLE V. CONTRACTOR SERVICES

As directed by the City the Contractor shall:

- A. Be responsible for the presence of a qualified employee to carry out the tutoring and mentorship program on the days that it occurs at the City's teen program sites.
- B. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, and all pertinent Federal, State, and County laws and regulations.
- C. Attend hearings/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

D. Be responsible directly to the City Administrator or their designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement. Any revisions regarding compensation due to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.

**ARTICLE VI. CITY'S RESPONSIBILITY**

The City shall provide the sites for the program, support staff, and assist in the recruitment of youth.

The City is not responsible for the supervision of Contractor's employees.

**ARTICLE VII. COOPERATION**

The Contractor agrees to perform its services under this Agreement in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.

**ARTICLE VIII. SPECIAL PROVISIONS**

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. The City Administrator shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor.

C. The City Administrator's decision shall be final and conclusive.

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

D. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

E. Contractor shall not hire or pay any employee of the City or any department, commission, agency or branch thereof.

**ARTICLE IX. TERMINATION**

A. This Agreement may be terminated by the City or Contractor upon not less than thirty (30) days written notice to the other Party.

B. No damages or expenses for lost profit, overhead or discontinuation of contract will be payable by the City.

**ARTICLE X. APPLICABLE LAW**

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such suit elsewhere.

**ARTICLE XI. CHANGES**

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

B. Any other written order from City, which causes any change, shall be treated as a change order under this Article, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this Article causes an increase or decrease in the cost of, or the time required for the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

**ARTICLE XII. SUCCESSORS AND ASSIGNS**

The Parties each binds themselves, their partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other Party.

**ARTICLE XIII. INSURANCE**

A. Contractor shall obtain and maintain liability insurance coverage to cover the services provided under this Agreement and name the City as an additional insured providing proof of the same to the City. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland, and satisfactory to the City, showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until ten days after notice to: Tracey Nicholson, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

1. Personal injury liability insurance with a limit of One Million Dollars (\$1,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of One Million Dollars (\$1,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

**ARTICLE XIV. INDEMNIFICATION**

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of Contractor's or Contractor's agents, servants or assigns negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys' fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

**ARTICLE XV. MISCELLANEOUS**

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to this Agreement available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor, except as specified in Article XI.

F. The recitals above are hereby incorporated into this Agreement.

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

G. This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same Agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

H. Contractor shall be considered, for all purposes relating to this Agreement, an independent contractor. Contractor agrees that it is not an agent of the City and shall have no right or authority to enter into any agreements or otherwise bind the City or create any obligations on behalf of the City with any other parties. Nothing contained in this Contract will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the City and Contractor.

I. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

J. The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

**[The remainder of this page is intentionally left blank – signature page follows]**

**CITY OF HYATTSVILLE  
AGREEMENT**

**Contractor: Northstar Tutoring**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the day and year first above written.

Witness/Attest:

Northstar Tutoring

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Jennifer Townsend  
Executive Director

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

Witness/Attest:

The City of Hyattsville

\_\_\_\_\_  
Laura Reams  
City Clerk

By: \_\_\_\_\_(SEAL)  
Tracey Douglas  
City Administrator

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