



Memo

To: Mayor and Council

From: Tracey Nicholson, City Administrator; Ron Brooks, Treasurer

Date: May 18, 2020

Re: Terms and Conditions *to Be* Negotiated for COVID Relief Fund (CDC)

This memorandum is based on a compilation of provisions frequently found in City MOUs and Agreements. It is for informational purposes only and not exhaustive. MOU's and Agreements are subject to review and revision by the City Attorney. Designated City Staff members have been and will continue to work with those entities partnering with the City to address the actual agreement. This is the normal course of events, but being done on a compressed time frame. Generally speaking, once a framework is in place, the City Attorney will produce the appropriate document, which could be a contract, grant agreement, or MOU, depending upon the general framework.

PURPOSE: The Council requested the City Administrator provide an update on the Hyattsville COVID-19 Relief Fund Memorandum of Understanding (hereinafter referred to as an MOU) terms and conditions prior to finalization. The staff met with the Executive Director of the Hyattsville Community Development (CDC). This memorandum serves as an update on the ongoing discussions and expected MOU inclusions. The staff expects to have a completed memorandum of understanding with the CDC by the end of the month.

COUNCIL APPROVED MOTION: On May 5th, 2020, the Council approved motion #_____, to provide a restricted donation of \$300,000 to Hyattsville Community Development Corporation to support its Community Action Fund. Funds provided shall be used to provide cash assistance to (or on behalf of) individuals residing in the incorporated City of Hyattsville for rent/mortgage relief, utilities, and other demonstrable, emergent expenses. To the extent that Hyattsville Community Development Corporation can support a donor-directed fund, any donations made in support of residents in the City of Hyattsville shall increase the amount available to Hyattsville residents via the Community Action Fund for this purpose. The fund shall provide for an administrative fee of 2% to Hyattsville Community Development Corporation to provide a restricted donation of \$100,000.00 to CASA de Maryland (dba CASA) to support its Solidarity

Fund. Funds provided shall be used to provide cash assistance to individuals residing in the incorporated City of Hyattsville. Recipients may reapply monthly if funds are available. Recipients of restricted donations may be required to report on expenditures on a schedule to be determined by the City Administrator and the City Finance Officer/Treasurer.

MEMORANDUM OF UNDERSTANDING: The City of Hyattsville will enter into a MOU or grant agreement with the Community Development Corporation, a 501 C-3 nonprofit organization upon agreement of terms and conditions and provide one-time payment of \$300,000 upon finalization.

TERM OF PERFORMANCE: June 1, 2020 through September 30, 2020 subject to availability of funds.

CDC COMMUNITY ACTION FUND (CAF): CDC raises funds from the public and private sectors and individual donor communities to distribute cash benefits to individuals requiring economic relief. The fund is designed to substantially aid Hyattsville families or individuals in times of dire distress and need, and is activated when deemed necessary. The CAF as a program addresses the episodic need to raise money and expend funds for short term relief, community building and stability.

ELIGIBILITY: Includes those individuals who are under economic stress due to the impact of COVID-19 or those with low to moderate income levels who have been further impacted as a result of COVID-19. The CDC is finalizing eligibility requirements and will provide the City with the terms and information for distribution. and dissemination as well as a copy of their application, application review protocols and potential reviewers.

SELECTION PROCESS: CDC intends to convene a board of individuals from City committees or those who have previously volunteered in a civic capacity with the City or with CDC to aide in application review and approval.

DISTRIBUTION OF FUNDS: CDC intends to distribute funds in increments of \$1500 to \$2,000 to be determined.

CRITERIA: The CDC agrees to limit the use of Community Action Funds howsoever obtained, by gift or donation, to activities described in the Council motion and the MOU agreement. Applicants shall provide adequate documentation still to be determined by the CDC, to support need.

CITY REQUIREMENTS: The City will provide a one-time payment of \$300,000 by June 1st. 2% of this donation can be used for administrative fee. To ensure accountability, transparency, programmatic and financial oversight, the City will require an MOU or grant agreement with the below minimum draft terms and conditions and the CDC shall permit the City to monitor performance for compliance. Funds not distributed by September 30th will be returned to the City unless otherwise mutually agreed upon by City and CDC.

REPORTING: The CDC will provide the City with a monthly finance report by the 5th day following the last day of each month through September 30th that includes 1) expenditures/disbursements; Name/Address or Identification/Reference #; 2) amount granted; 3) purpose of funding; 4) distribution schedule; The report will validate residency and be signed by authorized agent of the CDC.

APPLICATION PROCESS: The CDC is developing an application form, selection criteria, application review process and oversight committee and will provide a copy for record prior to distribution of funds. The CDC intends to make the application accessible by phone, online or mail-in/delivery. They

RECORDS: The CDC will maintain records of selection, total residents assisted and denied, total related program contributions and donations, demographics and residency verification.

APPEALS/DISPUTE RESOLUTION: Appeals made to the City will be referred to CDC for adjudication.

ADDRESS VERIFICATION: CDC will be required to verify that all recipients of Hyattsville COVID Relief Grant Funding are residents who reside within the incorporated Hyattsville City limits.

COMMUNICATION & OUTREACH: CDC will announce the program and application availability through City channels, and various other forms of outreach. Outreach will include information on the program and details on where and how to apply.

NONDISCRIMINATION: The CDC will be required to affirm their policy of nondiscrimination and adhere to State and Federal laws and regulations relating to non-discrimination on the basis of race, color, national origin, gender, age, disability, or any other class deemed protected from discrimination under the law.

APPLICABLE LAW: The Community Action Fund Documents shall be construed in accordance with the laws of the City, the State of Maryland and applicable Federal law and regulations.

INSURANCE: During the performance of services called for in this Agreement, the CDC shall maintain workers compensation and general liability insurance that complies with the state and county government.

INDEMNIFICATION & HOLD HARMLESS:

DEFAULT: Submission of duplicate invoices and/or payment requests to the City, or receipt of duplicate payments; noncompliance with legislative, regulatory, or other requirements applicable to the 2020 COVID -19 Emergency Relief Fund and applicable local, State and federal laws; or any material breach of this Agreement, any misrepresentation in the application or failure to provide any of the documentation or reports required by this Agreement; or the rendering of the implementation of the program as impossible or infeasible.

TERMINATION: The MOU and its participation can be terminated 30 days prior with written notice for cause in accordance with this agreement and applicable local, State and federal laws in the event the CDC fails to comply with any term of this Agreement. out of this Agreement.

COORDINATION & COOPERATION: In recognition of the purpose and standards of the relationship arising out of this MOU, the Parties hereto agree to:

- Exchange and share relevant information.
- Provide mutual support in areas of common interest.
- Establish a close working relationship through regular formal and informal communications and activities (documented activities) and;
- Assist each other in matters related to and arising out of this MOU.

DURATION AND SIGNATURES: : The MOU /grant agreement shall contain the agreed upon requirements and shall be binding upon signature of each party, and applicable to its successors. The MOU is to take effect through September 30th 2020 unless the parties agree to terminate or extend it for an additional period.