



CONTRACT #25-025A

This GRANT AGREEMENT, made effective as of its execution, by and between the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (“COG”), a nonprofit corporation organized under the laws of the District of Columbia, with an address of 777 North Capitol Street, NE, Suite 300, Washington, DC 20002; and the CITY OF HYATTSVILLE, MARYLAND (“Subrecipient”), with a business address at 4310 Gallatin Street, Hyattsville, MD 20781.

COG and Subrecipient agree as set forth below:

ARTICLE I. CONTRACT DOCUMENTS

A. The Grant funding award consists of this Agreement and other documents issued prior to the execution of this Contract including:

<u>Document Title</u>	<u>Attachment</u>
Call for Fiscal Year FY25 Housing Affordability Planning Program (“HAPP”) Grants published by COG	A
Subrecipient Response to Call for Grants and supporting documents	B
COG’s Terms and Conditions	C

ARTICLE II. BACKGROUND

COG’s Fiscal Year 2025 (“FY25”) Housing Affordability Planning Program (“HAPP”) program is set up to award small, flexible grants of up to area local governments and non-profit developers (with written support from a local jurisdiction) engaged in the planning, approval, or development of affordable and/or mixed income housing near transit stations.

Specifically, HAPP seeks creative proposals for projects that will help increase housing units (rental and ownership) near high-capacity transit (HCT) station areas that are affordable to low- and middle-income households.

ARTICLE III. SCOPE OF WORK

Subrecipient will perform the following tasks with satisfactory performance:

The City of Hyattsville's HAPP grant funds will be used to evaluate the feasibility of full and partial preservation, provide funding feasibility strategies, and an implementation process for strengthening or expanding the affordability of four (4) transit and amenity rich naturally occurring affordable housing (NOAH) communities.

Over 1,000 tenant households living in the 4 apartment communities are at risk of permanent displacement if their homes are redeveloped into market rate housing. The feasibility analysis, including a road map of strategies to preserve these 4 communities, is a necessary first step to prevent this potential outcome.

See EXHIBIT B for Subrecipient's proposal.

Deliverables:

- Two reports are required - The reports should include summary information regarding the project's process, including any significant plan changes, and use or proposed change in the use of the HAPP grants funds.
- Due dates: 6 months post-disbursement date
12 months post-disbursement date

ARTICLE IV. RESPONSIBILITIES OF SUBRECIPIENT

A. Subrecipient shall be responsible for the following:

1. Timely completion of Scope of Work task(s) in accordance with the requirements of this Contract.
2. Administration of project(s) and subcontracts, if any, in accordance with all applicable related services as needed.
3. Subrecipient shall supervise and direct all project activities. All project personnel employed by Subrecipient shall be adequately qualified to perform services under this Contract. The key personnel for the project shall be those identified in Subrecipient's Proposal, or shall have comparable skills and qualifications, which Subrecipient shall provide upon request. Subrecipient is authorized to enter into subcontracts as may be necessary or desirable for completion of the Project. Upon commencement of performance, and thereafter, any time a new subcontractor is engaged, Subrecipient shall provide COG with a complete list of the subcontractors who will be performing any services in connection with this Contract.

ARTICLE V. RESPONSIBILITIES OF COG

A. COG shall be responsible for the following:

1. Issuing HAPP grant funds to Subrecipient to procure consulting services to complete the tasks outlined in the scope of work, as appropriate and necessary.

2. Providing relevant data in support of the Project, as appropriate and necessary.
3. Reviewing any proposed subcontracts for consistency with the terms of this Contract.
4. Informing Subrecipient of any material requirements, due to funding grants or otherwise, affecting its performance or compensation of the Contract.

ARTICLE VI. TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

- A. The period of performance shall begin on upon the execution of the Contract and continue for 12 months.
- B. The budget is not to exceed \$59,000 (Fifty-nine Thousand Dollars).

ARTICLE VII. INVOICES AND PAYMENTS

- A. COG will issue a Purchase Order for the costs of this Project along with the payment in advance. This purchase order and payment, along with this fully executed contract shall be the "Notice to Proceed."
- B. Subrecipient shall promptly provide additional details, information, documentation, or other back-up materials to COG to demonstrate appropriate use of HAPP grant funds to complete the scope of work described in Article III within 30 days of the 12-month grant period as may be requested.
- C. No claim for extra work, services, or materials not specifically herein provided done or furnished by Subrecipient will be allowed by COG, nor shall Subrecipient do any work or furnish any materials not covered by these specifications and the Contract unless the same is ordered or confirmed in writing by COG.
- D. Any such work or materials which may be done or furnished by Subrecipient without such written order first being given shall be at said Subrecipient's own risk, cost and expense, and Subrecipient agrees that without such written order, it shall make no claim for compensation for work or materials so done or furnished.

ARTICLE VIII. CHANGES

- A. The parties hereto agree that any modification or change in any aspect of this Contract must be accomplished in writing by both parties before it is considered a contract requirement. Neither party shall be bound, or authorized to pay for, any item or service that is not authorized

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by this Contract or a modification or change executed by the parties in accordance with this paragraph.

- B. The parties hereto may propose changes in the Statement of Work to be performed by Subrecipient. Such changes, including material scope of work changes, time schedule and report delivery changes, budget revisions that increase, decrease, or change the Contract's total compensation must be mutually agreed upon in writing and approved by and between COG and Subrecipient resulting in an amendment to the Contract.

See next page for signatures

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS ("COG"):

CITY OF HYATTSVILLE, MD
("Subrecipient")

By: _____

By: _____

Name: Clark Mercer

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

ATTACHMENT A: THE CALL FOR GRANT PROPOSALS

HOUSING AFFORDABILITY PLANNING PROGRAM GRANT APPLICATION 2024

HAPP Program Overview

The Metropolitan Washington Council of Governments' (COG) member governments are working to increase the amount, affordability, and accessibility of the region's housing supply, particularly near transit. COG's Housing Affordability Planning Program (HAPP) is a regional grant program meant to advance this vision by supporting housing projects near transit stations and catalyzing commitments to achieving the region's shared [housing targets](#)¹.



COG's HAPP program will award small, flexible grants of up to \$75,000 to area local governments and non-profit developers (with written support from a local jurisdiction) engaged in the planning, approval, or development of affordable and/or mixed income housing near transit stations.

Specifically, HAPP seeks creative proposals for projects that will help increase housing units (rental and ownership) near high-capacity transit (HCT) station areas that are affordable to low- and middle-income households.

COG will award a total of \$500,000 in grant funding.

Solicitation Schedule

Application period opens:	May 1, 2024
Abstracts Due (optional):	June 3, 2024 at 5 P.M.
Applications Due:	July 1, 2024 at 5 P.M.
COG Board Approval:	October 9, 2024 at 2 P.M.

¹ 320,000 new housing units in the region by 2030 with 75% of this in regional Activity Centers OR near high-capacity transit and at least 75% of the new housing being affordable to low and middle-income households.

Application Process

Any local jurisdiction in the National Capital Region that is a COG member or non-profit developer working on transit-oriented housing developments (with a letter of support from a COG member jurisdiction) is eligible to apply for direct financial assistance up to \$75,000.

The application period will open on May 1, 2024, and close on July 1, 2024. Potential applicants may also submit an optional abstract by June 3, 2024. COG staff will provide preliminary feedback on the abstracts approximately two weeks later.

Applicants may submit questions to happ@mwkog.org until Monday, June 24 prior to the application deadline. COG staff will post responses to questions on the HAPP webpage.

A panel of industry experts and COG staff will review the application submissions and recommend projects to the COG Board for funding. The panel's recommendations will represent a cross-section of jurisdictions throughout the region. The COG Board is scheduled to approve the applications in October 2024.

More information and questions: mwkog.org/HAPP or HAPP@mwkog.org (until June 24, 2024).

Funding Priorities

Projects considered for funding will:

Help increase the total amount of housing units near high-capacity transit stations. COG has currently identified 225 High-Capacity Transit Station Areas (HCTs) in the region. These are areas around Metrorail, commuter rail, light rail, streetcar, and bus rapid transit that currently exist or will be built by 2030. The COG Board has endorsed these areas as optimal locations for future growth, including for housing affordable to all. More information on HCTs, including an interactive HCT tool, may be found at mwkog.org/highcapacitytransit.

Help increase the amount of housing units that are affordable to low- and middle-income households. Low- or middle-income is considered no more than \$2,500 per month toward housing costs, consistent with the [COG Regional Housing Initiative's affordability target](#).

COG is also committed to integrating equity considerations in all its work and has identified about 350 census tracts in the region as Equity Emphasis Areas (EEAs). EEAs have a higher concentration of low income and/or racial or ethnic minority population groups than the regional average. More information on EEAs, including an interactive map, may be found at mwkog.org/equityemphasisareas.

Submissions that address the need for housing affordable to low and moderate income households near transit and meet the following criteria will be given priority consideration: (a) developments or studies around HCTs and within a half-mile of a COG-designated Equity Emphasis Area; (b) from jurisdictions which have adopted local housing targets that respond to the [2019 COG Regional Housing Initiative](#); and (c) from MBEs (Minority Business Enterprises), WBEs (Women Business Enterprises) or minority-led organizations.

Project Criteria

Grants are intended to assist with a variety of housing (rental and ownership) pre-development, and development implementation activities, or housing policy studies that have the potential to increase the amount of housing near transit that is accessible to those with lower incomes.

Potential grant applications could include support for the following:

- Assessment of land use and zoning changes or incentives to allow for increased affordability and/or density near transit areas;
- Development of a program or evaluation of an existing program intended to increase new housing near transit that is accessible to those with lower incomes; or
- Market studies to assess the feasibility of affordable housing development, including adding and/or increasing the level and term of affordability for a development near transit;
- Financial feasibility analysis to increase total number of income-restricted affordable units or deepen affordability targets for a proposed project near transit;
- Concept plan drawings to support an application for Low-Income Housing Tax Credits and other financing sources, additional development rights, or community meetings;
- Outreach to communities, especially with culturally competent materials, to secure support for proposed new housing near transit that is accessible to those with lower incomes.

Applicants are not limited to the types of activities listed above and are encouraged to seek assistance for activities that would bring a project to fruition with increased housing at the deepest possible levels of affordability.

Applicants with feasibility questions are encouraged to submit a project abstract (no more than one page) for review by email to HAPP@mwkog.org by or before June 3, 2024.

Project Application

1. Project Jurisdiction(s): _____
2. Project Name: _____
3. Project Applicant (Jurisdiction Agency or non-profit entity): _____
4. Funding Request Amount: \$ _____
5. Provide a brief project description (3-5 sentences):

6. Describe the final product(s) resulting from this project and how HAPP grant funds will be used. (1-2 sentences):

7. For proposed housing development projects:
Is this project new construction or rehabilitation? _____
• Other (please describe): _____

8. For proposed housing developments, please indicate housing tenure (rental or homeownership). _____

9. For proposed housing developments, if it is a planned rehabilitation of an existing development, rental or homeownership, please provide more detail on the number of units preserved, net new units created, and any proposed changes in income levels served at project completion. Will any new income-restricted affordable units be created? (3-5 sentences):

10. For proposed housing developments: Describe total units created, income targeting (affordability levels) in terms of percent of Area Median Income and monthly housing cost for any housing units developed with these grant funds (2-3 sentences):

11. For proposed housing developments: Describe any applicable affordability controls and control period (2-3 sentences):

12. Please describe the project schedule including its current status, critical milestones, and the anticipated timeframe for use of grant funds. *Note: grant funds should be used within a 12month period from award.* (3-5 sentences):

13. Explain how the proposed housing development or policy study will positively impact community accessibility to transit (3-5 sentences):

14. Explain any prior or planned public outreach/participation involved with this project (1-2 sentences):

15. Is the project in a jurisdiction that adopted local housing targets as part of the 2019 COG Regional Housing Initiative? For more information, see <https://www.mwcog.org/newsroom/2019/09/11/officials-set-regional-housing-targets-call-for-collaboration-to-address-production-and-affordability-challenges/> (Yes/No)

-
16. Is the project in a Regional Activity Center? For a map of the region's 141 Activity Centers, see:
www.mwcog.org/maps/map-listing/activity-centers/ (Yes/No)
-

17. Is the project in an Equity Emphasis Area? For a map of the region's Equity Emphasis Areas, see:
www.mwcog.org/maps/eea-map/ (Yes/No)
-

18. Is the project within a half-mile of a high-capacity transit (HCT) station? For a map of the region's High-Capacity Transit Stations (current and anticipated to be built by 2045) see:
www.mwcog.org/maps/map-listing/high-capacity-transit-hct-station-areas/ (Yes/No)
-
-
-

19. If the project is not within a half-mile of a HCT station, list distance from proposed development or study area to nearest HCT (in miles):
-
-

20. For indirect (non-governmental) applicants: entity is an MBE, WBE, or a minority led organization (indicate which one). If applicant is an MBE or WBE please provide evidence of certification. For

minority-led organizations, please provide evidence that supports this status. Upload evidence in the next step.

21. For WBE, MBE or minority-led applicants, please upload evidence in a single PDF file.

22. Do you agree to COG's use of project content for multipurpose promotion? (Yes/no)

23. COG staff may ask your organization to share the results of your award through making presentations, blog posts, or other activities. Is your organization willing to participate in such activities? (Yes/no)

24. Applicant contact information:

- Primary contact name
- Primary contact title
- Agency
- Email address
- Phone number

25. Secondary contact information:

- Secondary contact name
- Secondary contact title
- Secondary contact agency
- Email address
- Phone number

26. Collaborating Agency/Organization contact information (if applicable):

- Collaborating agency contact name

- Collaborating agency contact title
- Collaborating agency/organization name
- Email address
- Phone number

27. Please include the following information via a single PDF file:

- For non-profit housing developers ONLY: Letter of endorsement from chief elected official, local government chief administrative officer, or Director of Housing and Community Development specifically referencing support of the applicant's proposal for HAPP grant funding.
- Detailed area map on 8.5 x 11" sized paper identifying project location, Regional Activity Centers, High-Capacity Transit Stations, Equity Emphasis Areas (if applicable), other major transportation facilities, and jurisdictional boundaries (1 page).
- Photographs of current conditions and graphics depicting the desired outcome. •
Brief project description including the following (3-5 pages):
 - Purpose and need; ○ Anticipated final product(s);
 - Previous related planning, including public involvement; ○ Connections to COG Board's Regional Housing Initiative; ○ Collaboration with other agencies and/or jurisdictions;
 - Strategies to advance project recommendations, including future planning, funding, and implementation (for non-development projects); and
 - Concise description of whether and how the use of the proposed HAPP grant funds might be redesigned if the request is only partially funded. Please indicate if a grant award less than requested would still maintain project viability.

Application Considerations

- HAPP grant assistance is limited and short-term. Applicants are encouraged to be focused and limited in the assistance they request. Grant funds should be used within a 12-month period.
- HAPP assistance is designed to supplement, not supplant, local and other sources of funding. Applicants are encouraged to demonstrate how HAPP assistance will leverage other resources and support activities that might not otherwise take place.
- Non-profits and non-member jurisdictions may apply as *indirect* recipients. Indicate this status as "Collaborating Agency/Organization" on the application contact page.
- HAPP grant assistance may be used to support housing production; proposed rehabilitation or new construction mixed-income development proposals that do not create net new affordable (income-restricted) units on site will not be considered.

- Projects that are solely intended for data collection are not eligible.

Post-Award Considerations

- HAPP grantees will provide progress updates to COG staff at a frequency appropriate to the proposed development or study. At a minimum, grantees will provide an interim 6-month and final 12-month report.
- HAPP grantees may be asked to share findings or lessons learned at a future COG meeting following the conclusion of the grant activities. Awardees will be given as much advanced notice as possible.

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ATTACHMENT B: SUBRECIPIENT PROPOSAL

Subrecipient's response to the CALL FOR GRANT PROPOSALS, including all documents submitted, collectively referred to hereinafter as "the Proposal", are incorporated into the Contract via reference as Attachment B.

Attachment B
25-025-A
City of Hyattsville

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 01, 2024 11:27:48 AM
Last Modified: Monday, July 01, 2024 11:35:54 AM
Time Spent: 00:08:05
IP Address: 162.247.193.65

Page 1

Q1

Project jurisdiction(s):

City of Hyattsville

Q2

Project name:

West Hyattsville Tenant Protection/Apartment Preservation Feasibility Synthesis

Q3

Project applicant (jurisdiction agency or non-profit entity):

Department of Community, Business & Economic Development

Q4

Funding request amount (in dollars) up to \$75,000:

\$59,000

Q5

Provide a brief project description (3-5 sentences):

1. The City of Hyattsville proposes to use MWCOG – HAPP grant funds to evaluate the feasibility of full and partial preservation, provide funding feasibility strategies, and an implementation process for strengthening or expanding the affordability of four (4) transit and amenity rich naturally occurring affordable housing (NOAH) communities.
2. Over 1,000 tenant households living in the 4 apartment communities are at risk of permanent displacement if their homes are redeveloped into market rate housing.
3. The feasibility analysis, including a road map of strategies to preserve these 4 communities, is a necessary first step to prevent this potential outcome.

Q6

Describe the final product(s) resulting from this project and how grant funds will be used (1-2 sentences):

1. The feasibility of full and partial preservation will include gap-funding scenarios that provide long-term, affordable rents at the 30% to 60% AMI levels and tenant protection measures such as temporary relocation assistance.
2. The consideration of converting rental units to market affordable ownership (i.e. condominium or cooperative model); will also include descriptions of roles for City, County, State, federal, and private partners).
3. The identification of roadblocks and challenges to full and partial preservation funding strategies.

Q7

For proposed housing development projects: is this new construction or rehabilitation?

Other (please specify):

N/A

Q8

Respondent skipped this question

For proposed housing developments, please indicate housing tenure:

Q9

For proposed housing developments, if it is a planned rehabilitation of an existing development, rental or homeownership, please describe the number of units preserved, net new units created, and any proposed changes in income levels served at project completion. Will any new income-restricted affordable units be created? (3-5 sentences):

N/A

Q10

For proposed housing developments: Describe total units created, income targeting (affordability levels) in terms of percent of Area Median Income and monthly housing cost for any housing units developed with these grant funds (2-3 sentences).

N/A

Q11

For proposed housing developments: Describe any applicable affordability controls and control period (2-3 sentences):

N/A

Q12

Please describe the project schedule including its current status, critical milestones, and the anticipated timeframe for use of grant funds. Note: grant funds should be used within a 12-month period from award. (3-5 sentences):

The City has completed an initial phase of this project: identify at-risk market affordable rental communities as potential sites for preservation and/or redevelopment ("West Hyattsville Queens Chapel Sector Plan (2024). The next milestones and anticipated time frames are listed below:

August – September: City prepares draft RFP for consultant services.

October: MWCOC HAPP Award announced.

October – January 2025: City works with MWCOG staff to complete Grant Agreement.

January 2025: City releases RFP for consultant services.

March 2025: City awards contract for consultant services; City staff and consultant commence work.

March-May 2025: Consultant and City staff team complete property and tenant assessment (90 days).

April – August 2025: Consultant and City staff complete development of preservation and redevelopment scenarios.

July 2025: City completes Mid-term progress report and updates City of Hyattsville leadership.

September – November 2025: City staff and Consultant conduct property, community, and stakeholder engagement / education / feedback sessions.

December 2025: Consultant provides final report to City and MWCOG.

Q13

Explain how the proposed housing development or policy study will positively impact community accessibility to transit (3-5 sentences):

1. The study will benefit community accessibility to transit, metro rail and bus, by including scenarios where additional affordable housing units would be added to the 4 apartment communities.
2. Three of the four apartment communities are located within walking distance of the West Hyattsville metro rail station.
3. All 4 apartment communities are located along 3 of 6 MetroBus and TheBus (Prince George's County bus) lines that also stop at the West Hyattsville metro rail station (Metro Bus lines F1, F6, F8, and R4; TheBus lines 13A and 19).
4. Expanding the number of affordable units will also provide the potential for more metro and public transit riders.
5. The study is anticipated to benefit other transit-rich areas of the City like the Hyattsville Crossing (i.e. adding more affordable housing close to the metro station and associated bus lines).

Q14

Explain any prior or planned public outreach/participation involved with this project (1-2 sentences):

City of Hyattsville staff will conduct both tenant and property owner outreach for the 4 properties throughout the study period (mid-late 2024 and early-mid 2025).

Outreach activities will include the following:

On-site community-wide and individual meetings with tenants

Written surveys on tenant housing and community preferences

Individual meetings with property owners and management staff

Q15

Yes

Is the project in a jurisdiction that adopted local housing targets as part of the 2019 COG Regional Housing Initiative? For more information, see <https://www.mwcog.org/newsroom/2019/09/11/official-s-set-regional-housing-targets-call-for-collaboration-to-address-production-and-affordability-challenges/>

Q16

Yes

Is the project in a Regional Activity Center? For a map of the region's 141 Activity Centers, see: www.mwcog.org/maps/map-listing/activity-centers/

Q17

Yes

Is the project in an Equity Emphasis Area? For a map of the region's Equity Emphasis Areas, see <https://www.mwcog.org/maps/eea-map/>

Q18

Yes

Is the project within a half-mile of a high-capacity transit (HCT) station? For a map of the region's high-capacity transit stations (current and anticipated to be built by 2045) see: www.mwcog.org/maps/map-listing/high-capacity-transit-hct-station-areas/

Q19

Respondent skipped this question

If the project is not within a half-mile of a HCT station, list distance from proposed development or study area to nearest HCT (in miles):

Q20

Respondent skipped this question

For indirect (non-governmental) applicants: entity is a MBE, WBE or a minority led organization (indicate which one). If applicant is a MBE or WBE please provide evidence of certification. For minority led organizations please provide evidence that supports this status. Upload evidence in the next step.

Q21

Respondent skipped this question

For WBE, MBE or minority led applicants, please upload evidence in a single PDF file.

Q22

Yes

Do you agree to COG's use of project content for multipurpose promotion?

Q23

Yes

COG staff may ask your organization to share the results of your award through making presentations, blog posts, or other activities. Is your organization willing to participate in such activities?

Q24

Applicant contact information:

Primary Contact Name

David Cristeal

Primary Contact Title

Housing Manager

Agency

City of Hyattsville

Email Address

dcristeal@hyattsville.org

Phone Number

2028055983

Q25

Secondary contact information:

Secondary Contact Name

Jeff Ulysse

Secondary Contact Title

Planning Manager

Secondary Contact Agency

City of Hyattsville

Email Address

julysse@hyattsville.org

Phone Number

240-610-8004

Q26

Respondent skipped this question

Collaborating agency/organization contact information (if applicable):

Q27

Please include the following information via a single PDF file: 1. For non-profit housing developers ONLY: Letter of endorsement from chief elected official, local government chief administrative officer, or Director of Housing and Community Development specifically referencing support of the applicant's proposal for HAPP grant funding. 2. Detailed area map on 8.5" x 11" sized paper identifying project location, Regional Activity Centers, High-Capacity Transit stations, Equity Emphasis Areas (if applicable), other major transportation facilities, and jurisdiction boundaries (1 page). 3. Photographs of current conditions and graphics depicting the desired outcome. 4. Brief project description including the following (3-5 pages): 4a. Purpose and need; 4b. Anticipated final product(s); 4c. Previous related planning, including public involvement; 4d. Connections to the COG Board's Regional Housing Initiative; 4e. Collaboration with other agencies and/or jurisdictions; 4f. Strategies to advance project recommendations, including future planning, funding, and implementation (for non-development projects); and 4g. Concise description of whether and how the use of the proposed HAPP grant funds might be redesigned if the request is only partially funded. Please indicate if a grant award less than requested amount would still maintain project viability.

MWCOG%20HAPP%20Final%20Application%20Set.pdf (5.6MB)

Title: West Hyattsville Tenant Protection/Apartment Preservation Feasibility Analysis Introduction:

The City of Hyattsville proposes to use **\$59,000 of MWCOG – HAPP funds** to evaluate, provide funding feasibility strategies, and an implementation process for strengthening or expanding the affordability of four (4) transit and amenity rich naturally occurring affordable housing (NOAH) communities. These 4 communities are adjacent to recent and continuing development of market rate townhomes and apartments. If redeveloped into either market rate housing type, over 1,000 households living in these 4 apartment communities would be permanently displaced. The City views this feasibility analysis study as a necessary first step to prevent this bleak future.

Scope:

The four (4) apartment communities that the City has identified for this analysis currently house 1,108 households¹. These communities are located near the following amenities:

- ✦ Two Green line metro stations: West Hyattsville and Hyattsville Crossing.
- ✦ Two shopping areas (Queens Chapel Town Center and Hyattsville Town Center/University Town Center and Prince George's Mall)
- ✦ Educational resources: 2 public elementary schools, 1 public middle school, and Prince George's Community College.
- ✦ Parks/recreational uses including pedestrian and bike paths (the City's Heurich Park and the MNCPPC Northwest Branch Trail).

Tasks:

If awarded, the funds would be used for the following consultant and City staff tasks:

- ✦ Surveying the existing properties, preparing order of magnitude information on property conditions, investment history, rent history and updating market assumptions, and tenant demographic information.
- ✦ Developing both preservation and redevelopment scenarios. This set of activities would include financial analysis and strategies with a focus on gap financing needed to provide deeply subsidized units (i.e. at 30%, 40% and 50% Area Median Income (AMI), or below a standard 60% AMI LIHTC or 80% AMI workforce deal).
- ✦ Assessing potential challenges to both preservation and redevelopment scenarios; surveying sources of funding, including gap financing, legal and land use planning and zoning implications, and considering mitigating measures in the event of temporary displacement.
- ✦ Providing a roadmap/blueprint for identifying future preservation/redevelopment sites in the specified target areas and implementation models/strategies.

The MWCOG's \$59,000 will help the City build upon already underway efforts. Prince George's

¹ Staff estimates that the majority of tenant households have very low- and low-incomes; the evaluation of the 4 study properties would validate the staff estimate (tenants earning between 30% and 50% of the AMI, or between \$30k-\$45k to \$53k to \$75k for 1- and 4- person households respectively).

County provided loan funds and will provide a Payment in Lieu of Taxes (PILOT) to support moderate income affordability at Gilbane's Sovren apartment complex set for completion at the end of this year and located at the West Hyattsville (West HVL) metro station (half of the 293 units will be affordable at 80% AMI; the balance will be market rate). This is a great start, but other new housing being developed nearby is market rate townhouses and more market rate housing. The new housing will likely help support the West HVL metro station and increase property values. If interventions are not planned and carried out soon, development pressures will reach the 4 NOAH communities and result in the displacement of the existing residents.

The funds will be used to hire a consultant to perform research on the properties and feasibility analysis on full and partial preservation strategies. City staff will perform the tasks of getting tenant information and compiling information on tenant-protection measures.

Deliverables:

The expected deliverable of this work would be a report containing the following:

- 1) Key information about the 4 apartment communities (tenant and property – specific).
- 2) The feasibility of full and partial preservation includes gap-funding scenarios that provide long-term, affordable rents at the 30% to 50% AMI level and include tenant protection measures such as temporary relocation assistance. Consider the conversion of market affordable rental to market affordable ownership (i.e. condominium or cooperative model).
Detailed description of potential roles for City, County, State and federal partners.
- 3) Identification of roadblocks and challenges to full and partial preservation funding strategies.

Each of the 3 report components benefit the City by providing the following benefits:

A detailed road map on how it can partner with other agencies to address both the 4 rental properties identified here as well as other properties located in the City that will likely face future redevelopment pressure and the potential for the displacement of low-income tenants.

It will also identify site specific strategies for preservation and redevelopment that would help the City develop its own tools. The City has no local trust fund and no local tenant protection measures or strategies to help them. The City anticipates that these strategies could be replicated for at-risk properties elsewhere (Gateway Arts District and Prince George's Plaza). The City does not possess jurisdictional zoning authority and therefore cannot exercise customary land-use planning tools, such as inclusionary zoning, a tool widely used to generate affordable housing.

Conclusion:

The funds from the MWCOG are needed because City has limited in-house resources and no funding for the necessary financial and property feasibility analysis needed to provide detailed and comprehensive full- and partial-preservation strategies. Like many local governments, it also has limited financial resources because of post-Covid budget pressures. The City hired its first Housing Manager in February 2024, to help it implement a long-term set of housing strategies that include tenant protections and rent stabilization, considering a local housing fund, and looking at public- and institutional-owned land for affordable housing. Adopted in 2021, these 4 housing strategies have not been implemented yet to meet the City's housing needs.

If awarded funds, this feasibility study and report would provide a necessary building block for the foundation of its developing affordable housing programs.

Supporting Information.

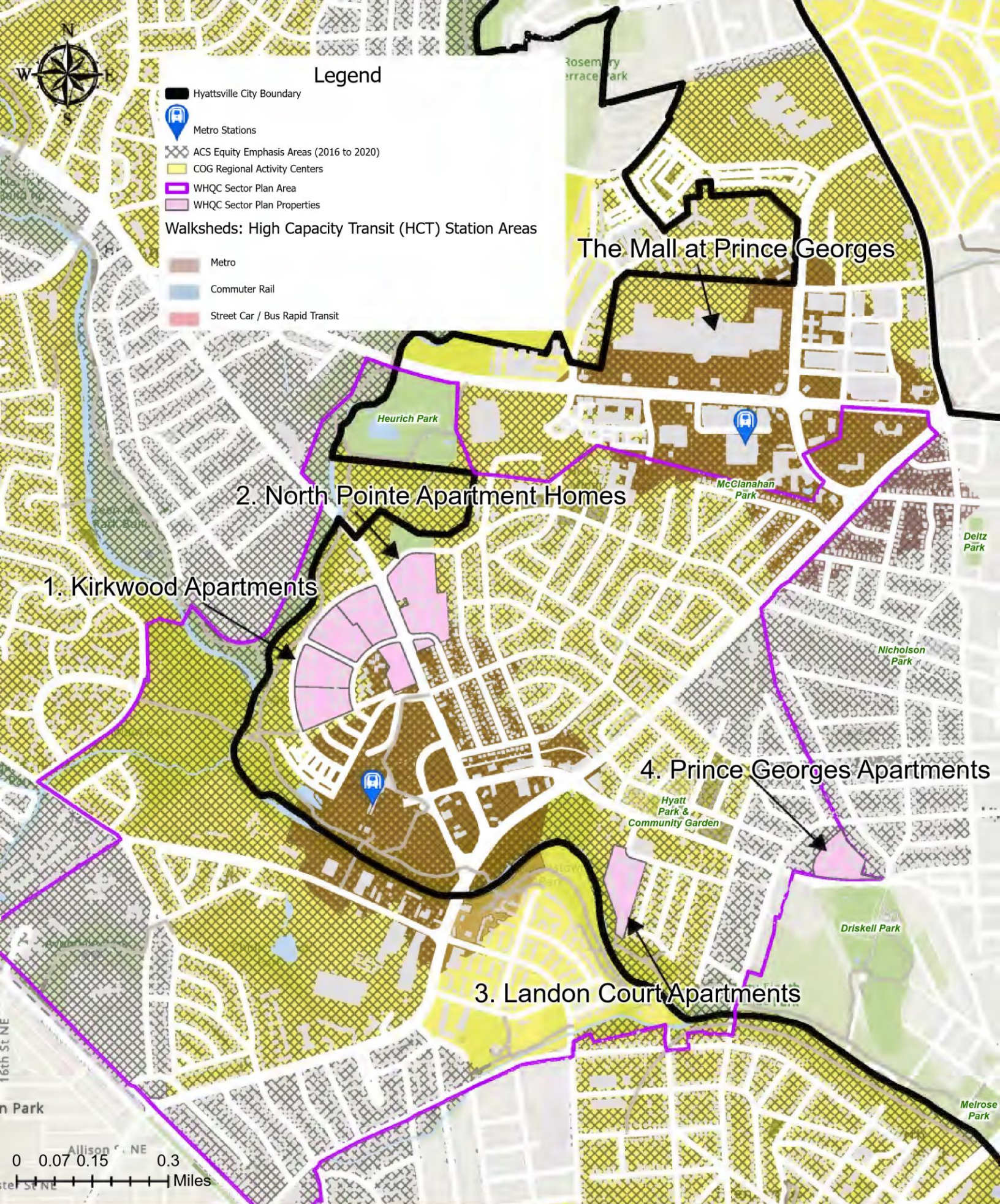
The current rents and incomes² needed for the 4 apartment communities are as follows:

- 1) Landon Court: A 116-unit apartment complex built in 1965. Rents range from \$1,400 to \$1,420 for a 1-bedroom unit (annual income of \$56,200 needed) to \$1,545 to \$1,645 for 2-bedroom unit (annual income of \$64,000 needed).
- 2) Kirkwood Apartments: A 665-unit apartment complex built in 1949. Rents range from \$1,333 to \$1,413 for a 1-bedroom unit (income of \$55,000 needed) to \$1,533 to \$1,558 for a 2-bedroom unit (income of \$61,800 needed).
- 3) North Pointe: A 235-unit apartment complex built in 1954. Rents range from \$1,437 to \$1,485 for a 1-bedroom unit (income of \$54,800 needed) to \$1,538 to \$1,558 for a 2-bedroom unit (income of \$61,800 needed) to \$2,030 to \$2,051 for a 3-bedroom unit (income of \$81,600 needed).
- 4) Madison Park: a 91-unit apartment complex built in 1963. Rents range from \$1,450 to \$1,497 for a 1-bedroom unit (income of \$59,000 needed) to \$1,650 to \$1,771 for a 2-bedroom unit (income of \$68,400 needed).

Supporting Prince George's County and City Plans for the area include:

- MNCCP/PG Planning Department – Staff Draft - West Hyattsville Queens Chapel Sector Plan; identifies the 4 apartment communities for preservation or redevelopment (May, 2024).
- Prince George's County "Housing Opportunities for All" (2019); identifies naturally occurring rental housing for preservation strategies.
- City of Hyattsville Housing Action Agenda; describes a range of housing tools the City should create to strengthen housing affordability for vulnerable and very low-income tenants (2021).
- City of Hyattsville Strategic Plan – implement programs to address the needs of low-income households (Draft - 2024).

² Incomes to support the 30% standard for "affordable housing" (i.e. a household should spend no more than 30% of their income on housing cost – rent + utilities in this case; rent figures above include utilities).



WHQC Sector Plan Hyattsville




Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, University of Maryland, DCGIS, M-NCPPC, MNCPPC, VGIN, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
Produced by Sekour Mason
June 24, 2024
Department of Community & Economic Development
www.hyattsville.org
(301) 985-5000









Market Rate Townhomes

Kirkwood Apartments

Desired Outcome

Parkview Manor - Full Preservation

Complete in 2018 Providing 53 Apartment Homes





Maryland Department of Housing
and Community Development
Kenneth C. Holt, Secretary
Tony Reed, Deputy Secretary

Putting Housing Back To Work!

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Maryland
for the Better

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

ATTACHMENT C: TERMS AND CONDITIONS

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments ("COG") contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any.

I. Amendment

This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

II. Bankruptcy

Upon filing for any bankruptcy proceeding by or against the Subrecipient, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Subrecipient must notify MWCOG immediately. Upon learning of the actions herein identified, MWCOG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Subrecipient responsible for damages. The exercise of this right is in addition to any other rights MWCOG may have as provided in this agreement or by law.

III. Compliance with Law

The Subrecipient hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards.
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.
- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract.

- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

IV. Contingent Fee Prohibition

The Subrecipient, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Subrecipient, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

V. Counterparts

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

VI. Force Majeure

Neither MWCOG nor Subrecipient shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, MWCOG's or Subrecipient's reasonable control. MWCOG and/or its members and Subrecipient shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

VII. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Maryland without regard to principles of conflicts of law.

VIII. Indemnification

The Subrecipient shall protect, hold free and harmless, defend and indemnify MWCOG from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Subrecipient's agents or employees;

except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG, their officers, agents and employees.

IX. Independent Subrecipient

- A. Subrecipient shall perform the work required by this Contract as an “Independent Subrecipient.” Although MWCOG reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG cannot and will not control the means or manner of the Subrecipient’s performance. The Subrecipient shall comply promptly with any requests by MWCOG relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Subrecipient is responsible for determining the appropriate means and manner of performing the work.
- B. Subrecipient represents and warrants that Subrecipient is not an employee of MWCOG, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG.
- C. Subrecipient shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Subrecipient under this Contract. Subrecipient is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Subrecipient under this Contract.
- D. Subrecipient agrees to immediately provide MWCOG notice of any claim made against Subrecipient by any third party. Subrecipient also agrees not to assign to any third party, without MWCOG’s written consent, any obligation of MWCOG to indemnify Subrecipient for any actions under this Contract.

X. Insurance Requirements

- A. Subrecipient shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name MWCOG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG prior to the time any services are rendered. Subrecipient shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. Subrecipient shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG to protect Subrecipient against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Subrecipient in

connection with the carrying out of this Contract. Coverage limits shall be Bodily Injury: \$1,000,000 per occurrence, \$2,000,000 general aggregate Property Damage: \$500,000 per occurrence All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED. Limits for equipment grants may be higher. Please see grant terms and conditions.

- C. Subrecipient shall, upon request, provide MWCOG with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. Subrecipient shall obtain and maintain at all times during the prosecution of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000.00 aggregate.
- E. Umbrella excess liability insurance or excess liability insurance may be used to make up some shortages in coverage depending on circumstances. COG prefers coverage of at least \$1,000,000 each occurrence/ \$2,000,000 aggregate.
- F. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- G. When insurance coverage is renewed, Subrecipient shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the PROPOSER agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the PROPOSER agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the PROPOSER agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The PROPOSER agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the PROPOSER agrees to comply with apprenticeship. In addition, the PROPOSER agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and other applicable law, the PROPOSER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the PROPOSER agrees to comply with any implementing requirements the funding federal agency may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the PROPOSER agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the PROPOSER agrees to comply with any implementing requirements the funding federal agency may issue.

- C. The PROPOSER also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary, to identify the affected parties.

XII. Ownership of Documents and Materials

- A. The Subrecipient agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Subrecipient under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG upon request and shall become and remain the exclusive property of MWCOG upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Subrecipient other than that provided in this Contract. MWCOG shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Subrecipient obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.
- C. The Subrecipient shall indemnify and save harmless MWCOG from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOG, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

XIII. Payments

Payments to the Subrecipient pursuant to this Contract shall be made no later than 30 days after COG's receipt of a proper invoice from the Subrecipient.

Electronic Payment means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.

COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's P-Card.

Subrecipients will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.

Accordingly, Subrecipients must presently have the ability to accept these P-Cards or take whatever steps necessary to implement their ability before the start of the contract term, or contract award by the COG. COG reserves the right to revise this program as necessary.

In rare cases, ACH transactions will be acceptable as a form of payment to our Subrecipients. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

XIV. Records

- A. Subrecipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Subrecipient's performance hereunder.
- B. Subrecipient acknowledges and agrees that the MWCOG and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Subrecipient that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Subrecipient and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- C. All subcontracts shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defect and omissions. Subrecipient agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MWCOG. The acceptance of the work set forth herein by MWCOG shall not relieve the Subrecipient of the responsibility of subsequent corrections of such errors.
- B. Set Off. MWCOG may deduct from and set-off against any amounts due and payable to the Subrecipient any back-charges, penalties, or damages sustained by MWCOG, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Subrecipient or by virtue of the failure or refusal of the Subrecipient to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Subrecipient of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of MWCOG/ members and Subrecipient shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the MWCOG by law.

XVI. Responsibility of Subrecipient

- A. The Subrecipient shall perform the services with the standard of care, skill, and diligence normally provided by a Subrecipient in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by MWCOG, the Subrecipient shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Subrecipient under this Contract.
- C. If the Subrecipient fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by MWCOG, perform at its own expense and without additional cost to MWCOG, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Subrecipient's failure. This obligation is in addition to and not in substitution for any other remedy available to MWCOG under the "Remedies" paragraph, or otherwise available by law.

XVII. Severability/Waiver

- A. MWCOG and Subrecipient agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- B. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

XVIII. Subcontracting or Assignment

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of MWCOG. MWCOG have the right to withhold such consent for any reason MWCOG deem appropriate.

XIX. Survival

The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

XX. Termination

- A. If the Subrecipient fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOG may terminate the Contract by written notice to the Subrecipient.
- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. All finished or unfinished work provided by the Subrecipient shall, at MWCOG's option, become MWCOG's and/or member's property. MWCOG shall pay the Subrecipient fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Subrecipient's breach. If the damages are more than the compensation payable to the Subrecipient, the Subrecipient will remain liable after termination and MWCOG can affirmatively collect damages.

XXI. Termination of Contract for Convenience

- A. The performance of work under this Contract may be terminated by MWCOG, in whole or in part, upon written notice to the Subrecipient, when MWCOG determines such termination is in the best interest of MWCOG. The termination for convenience is effective on the date specified in MWCOG's written notice.
- B. MWCOG will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Subrecipient up to the date of termination. However, the Subrecipient shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XXII. Termination of Multi-Year Contract

- A. If MWCOG fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MWCOG's and/or members rights or the Subrecipient's rights under any termination clause in this Contract.
- B. The effect of termination of the Contract hereunder will be to discharge both the Subrecipient and MWCOG from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Subrecipient shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the

Contract. MWCOC shall notify the Subrecipient as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXIII. Time is of the essence

Time is of the essence in Subrecipient's performance of each and every obligation and duty under this Contract.

XXIV. Whole Contract

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 11/7/2023)

ACCEPTANCE OF TERMS AND CONDITIONS

CITY OF HYATTSVILLE, MD ("Subrecipient")

By: _____

Name: _____

Title: _____

Date: _____