



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 **(CASA)**

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 is 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 CASA Assistant Director, Development Department. This memorandum serves as an update on the ongoing discussions and expected inclusions. The staff expects to have a completed memorandum of understanding or grant document with CASA de Maryland by the end of the month.

COUNCIL APPROVED MOTION: On May 5th, 2020, the Council approved motion ## HCC-344-FY20, 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 limits 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 CASA de Maryland upon agreement of terms and conditions.

CASA SOLIDARITY FUND BACKGROUND: CASA raises funds from the public and private sectors and individual donor communities to distribute cash benefits to undocumented and mixed-status community members who are ineligible to receive relief from state and federal loan programs. A number of supported individuals are employed in industry's that are most severely impacted by the COVID crisis and struggling to afford food and supplies.

ELIGIBILITY: Individuals with a hardship or need who have been excluded from federal stimulus programs during the COVID-19 pandemic and are suffering a loss of income and a progressive decline of employment opportunities.

APPLICATION PROCESS: CASA will provide the City with the application form, updated criteria if applicable, and information on the oversight committee. CASA will accept applications through their hotline or online. They will provide a copy of their application review process for record prior to the initial distribution of funds.

SELECTION PROCESS: CASA convenes an oversight leadership committee of 9 member leaders who provide feedback on the criteria and work with staff to oversee the use of the funds. Current process includes 1) COVID positive families with income loss; 2) residents experiencing a Health Crisis; 3) day laborer's not regularly employed or dependent on seasonal work; 4) lost jobs; and 5) those employed with reduced income. Applications are reviewed bi-weekly and gift cards are delivered by members or mailed.

DISTRIBUTION OF FUNDS: CASA distributes funds by providing \$250 or \$500 debit cards to recipients depending on beneficiary category. They track payments to provide a rough indicator of the impact of the benefits. Funds are to be used for essential purchases and not intended for rent subsidies.

CITY REQUIREMENTS: The City will provide a one-time payment of \$100,000 by June 1st. To ensure accountability, transparency and programmatic and financial oversight, the City will require an MOU or draft agreement with terms and conditions and the CASA shall permit the City to monitor performance for compliance as requested. Funds not distributed by September 30th will be returned to the City unless otherwise mutually agreed upon by City and CASA.

REPORTING: CASA will provide a financial report to the City within five days following the last day of each month through September 30, 2020 that includes 1) expenditures/disbursements; Identification/Reference #; 2) amount granted; 3) purpose of funding; and 4) date/distribution schedule. The financial report will also include a report of donated funds. Each submission should be signed by authorized agent and validate residency.

RECORDS: CASA will maintain records of approved applicants, total residents assisted and denied, and total related program contributions and donations, and residency verification.

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

ADDRESS VERIFICATION: CASA will be required to verify that all recipients of Hyattsville COVID relief grant funding are Hyattsville residents who reside within the incorporated Hyattsville City limits.

COMMUNICATION & OUTREACH: CASA has the ability to reach the majority of their supported population. In addition, the City will, through its resources, provide information on the program and details on where and how to apply.

NONDISCRIMINATION: CASA will be required to affirm their policy of nondiscrimination on the basis of race, color, national origin, gender, age, disability, or any other class deemed protected from discrimination under the law.

INSURANCE: The insurance policy to be furnished by the CASA shall include, a notice of cancellation within thirty (30) days prior or upon any material change in the coverage.

INDEMNIFICATION & HOLD HARMLESS: The Employer agrees to indemnify and hold harmless the City of Hyattsville for incidents suffered or incurred by CASA by reason of the Employer's negligence, arising, directly or indirectly, from or in connection with the performance of this MOU.

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.

DEFAULT: Submission of duplicate invoices and/or payment requests to the City; noncompliance with requirements applicable to the 2020 COVID -19 Emergency Relief Fund; or any material breach of this Agreement, any misrepresentation in the application or failure to provide any of the documentation required by this Agreement.

TERMINATION: The MOU and its participation can be terminated 30 days prior with written notice for cause. CASA shall transfer to the City any COVID Relief funds on hand at the time and any accounts receivable attributable to the use of Community Action Fund Grants.

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 on through regular formal and informal communications and activities (documented activities)
- Assist each other in matters related to and arising out of this MOU.

DURATION AND SIGNATURES: This MOU is to take effect on the last date the signatures of the parties are affixed to the MOU and remain in effect through September 30th 2020 unless the parties agree to extend it for an additional period.

