



Memo

To: Mayor and Council
From: Tracey Nicholson, City Administrator
Date: May 18, 2020
Re: Terms and Conditions *to Be* Negotiated for COVID Relief Fund Partnership **(EPG)**

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 Hyattsville Mayor and City 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 Chief Financial Officer at Employ Prince George's (EPG). This memorandum serves as an update on the ongoing discussions and expected MOU inclusions. The staff expects to have a completed and signed MOU/grant agreement with EPG 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 Employ Prince George's (EPG) to support its Hourly Worker Relief 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. To the extent that Employ Prince George's 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 Hourly Worker Relief Fund for this purpose. The City of Hyattsville's donation shall provide for an administrative fee of 2% to Employ Prince George's." 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 an MOU with Employ Prince Georges, a 501 (c) (3) Corporation headquartered in Largo MD upon agreement of terms and conditions.

PRINCE GEORGE'S COUNTY HOURLY RELIEF FUND: The Prince George's County Hourly Relief Fund was established to help meet the immediate needs of hourly workers that cannot wait. Needs such as utilities, gas, and food. The fund supports Prince George's hourly workers who have been laid off due to the COVID-19 pandemic.

ELIGIBILITY: Residents residing in Hyattsville incorporated limits who were been laid off as a result of the COVID-19 pandemic quarantine restrictions after March 10 who had been earning \$19 or less per hour prior to their layoff. Demographic data is not required or maintained

APPLICATION PROCESS: EPG application is online at <https://employprincegeorge.com/relief/?pname=relief>. EPG will approve at least 480 applications from Hyattsville residents online and based on eligibility. Those without access to online platforms can call EPG at 301-618-8425 for assistance applying.

SELECTION PROCESS: Applicants are approved on a first come first served basis if they meet eligibility requirements. Notification is made to approved applicants by email to the address provided in the application. Distribution Sites will be established in Hyattsville with dates and times to be determined.

DISTRIBUTION OF FUNDS: EPG will distribute funds by providing \$200 Visa Gift cards to recipients at the dates and distribution sites established. Funding will support up to 480 residents.

CITY REQUIREMENTS: The City will provide a one-time payment of \$100,000 by June 1st. 2% of this donation can be used for administrative costs. To ensure accountability, transparency, and programmatic and financial oversight, the City will require an MOU with the below minimum draft terms and conditions.

REPORTING: EPG will provide the City with a financial report identifying expenditures and purpose of funding, NLT five days following the last day of each month through September 30th. Funds not distributed by September 30th will be returned to the City unless otherwise agreed upon. Financial report will also include any donated funds and address validation. To the extent possible, EPG will retain demographic data.

ADDRESS VERIFICATION: EPG will be required to certify that all recipients of Hyattsville COVID relief grant funding are Hyattsville residents who reside within the incorporated Hyattsville City limits. EPG will provide names and addresses of individual recipients upon request.

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

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

NONDISCRIMINATION: EPG will be required to affirm their policy of nondiscrimination. 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. EPG does not collect demographic data as part of their application process.

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

INSURANCE: TBD

APPLICABLE LAW:

DEFAULT: 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 the documentation or reports required by this agreement; or the rendering of the implementation of the program as impossible or infeasible shall be considered grounds for default.

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 EPG materially fails to comply with any term of this agreement. Upon termination or expiration of this agreement, EPG 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. In case of suspension, the City will notify EPG of the condition's precedent to the resumption of the program and specify a reasonable date for compliance. Acceptance of any such amount by the City shall not constitute a waiver of any claim that the City may otherwise have arising 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
- Assist each other in matters related to and arising out of this MOU.

DURATION AND SIGNATURES: Covers all COVID-19 Relief Fund activities for Hyattsville residents by EPG through September 30, 2020 unless the parties agree to terminate or extend it for an additional period.