

**CITY OF HYATTSVILLE
AGREEMENT**

Contractor: Northstar Tutoring

THIS AGREEMENT is made this ____ day of August, 2021, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and Northstar Tutoring, 1419 Columbia Road NW, Washington D.C. 20009 hereinafter referred to as “Contractor.”

RECITALS

WHEREAS, the Hyattsville City Council has determined that it is in the best interests of the residents of the City of Hyattsville to provide teens with 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 partner with the City with respect to fundraising in order to attempt to cover the costs of the project. If fundraising efforts are not successful, the City will pay to Northstar the project costs.

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:

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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, OR three days per week if virtual programming is in effect; and one day per week during the summer, OR two days a week if virtual program in programming in effect. The City shall ensure space or virtual streaming software and support staff for the execution of the program by Northstar.

B. The recruitment, training, screening and pairing of adult mentor tutors with up to 50 mentee students in grades 4 through 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.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor and City agree to commence the project in July 2021 with fewer than 50 students participating, and to build student participation over the course of the following 12 months.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive an amount equal to \$70,000.00, either from third parties that the City assists in soliciting, or in 12 monthly installments of \$5,833.33, upon invoice from the Contractor to the City.

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ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement forms the entire Contract between the parties and constitutes the entire understanding of the parties and supersede any prior proposals or agreements:

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 mentoring 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 hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.

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 from 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 Northstar employees.

ARTICLE VII. COOPERATION

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The Contractor agrees to perform its services under this Contract 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. Except as otherwise provided in the contract documents, 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.

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 Contractor.

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

ARTICLE X. APPLICABLE LAW

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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 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.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, 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 clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause 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

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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 itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives 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 to the City youth 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

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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:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where insurance aggregates apply;
and
2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$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

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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 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.

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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 represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

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

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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: _____