

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made this 24<sup>th</sup> day of May 2019, between the CITY OF HYATTSVILLE ("City"), an incorporated municipality of the State of Maryland, and HABITAT FOR HUMANITY METRO MARYLAND, ("Habitat") and HYATTSVILLE AGING IN PLACE, ("HAP").

WHEREAS, the Hyattsville City Council adopted the Hyattsville Age-Friendly Action Plan, directing the City Administrator to seek partnerships to provide seniors and residents with disabilities support in modifying their homes; and

WHEREAS, Habitat and HAP work together to provide such services, with additional support for homeowners after the modifications are finished; and

WHEREAS, the City Administrator determined that Habitat and HAP meet the requirements set forth by the City Council in the Hyattsville Age-Friendly Action Plan.

NOW, THEREFORE, the parties hereto express their understanding as follows:

1. **Habitat Obligations.** Provide home modifications and visits from occupational therapists, as well as nurses, for qualifying residents of the City of Hyattsville as part of Habitat's CAPABLE program. Habitat shall have sole and absolute discretion in the selection of applicants for the CAPABLE program.
2. **HAP Obligations.** Provide support for residents in the Habitat application process, as well as support during and after services are provided by Habitat.
3. **City Obligations.** Facilitate outreach to potentially interested residents, including those registered in the City's senior meals program, backdoor pickup program, Ageless Grace program, Call-A-Bus program, and on the senior services mailing list. Additionally, the City will promote the Project generally, and outreach to seniors and people with disabilities who staff are aware may have interest, but are not registered in one of the programs named above.
4. **Insurance.** Habitat and HAP shall obtain and maintain liability insurance coverage. Within ten (10) days of the execution of this Agreement, Habitat and HAP shall file with the City Administrator, a 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). Habitat and HAP shall be fully 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 thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

Habitat and HAP 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, except that HAP is exempt from the requirements of subpart 4(b):

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

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.

5. Indemnification. Habitat and HAP hereby acknowledge and agree that they 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 their own 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. Habitat and HAP further agree 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 Habitat or HAP regarding the services and work provided to the City pursuant to this MOU. Habitat or HAP 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 MOU.

6. Funding. This MOU is not a commitment of funds.

7. Duration, Modification and Termination. This MOU is at-will and may only be modified by mutual consent of authorized officials of Habitat, HAP and the City in a written instrument executed by all parties. This MOU shall become effective upon signature by the authorized officials listed below and will remain in effect until modified or terminated by any one of the partners. In the absence of mutual agreement by the authorized officials listed below this MOU shall end on May 31, 2020. This MOU may be terminated by any party upon written 15 day notice to the other parties.

8. Binding Effect. This MOU shall be non-binding.

9. Assignment. This MOU is not assignable.

10. Governing Law. This MOU shall be governed and construed in accordance with the laws of the State of Maryland. Any dispute between any of the parties under any of the terms or conditions of this MOU, shall be brought in the Circuit Court for Prince George's County, Maryland as the sole and exclusive venue and forum for any such disputes or actions.

11. Further Actions. The parties shall take such further actions and execute such additional documents as may be reasonably required in order to effectuate the intent of this MOU.

12. Severability. If any term, covenant or condition of this MOU shall be unenforceable or invalid, then the remainder of this MOU shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

13. No Waiver. No failure by any party to enforce any provision of this MOU shall be deemed a waiver of its rights to enforce this MOU thereafter.

14. Enforcement. This non-binding MOU is unenforceable.

15. Force Majeure. If as a result of any event of Force Majeure any of the parties is unable to exercise any right or option hereunder, or perform any obligations required hereunder, within the time limit provided therefore in this MOU, such time limit shall be extended for a period equal to the duration of such event.

16. Notices. All notices, demands, or requests (each a "Notice," and, collectively, the "Notices") required or permitted to be given pursuant to this MOU shall be in writing, and shall be sent (a) by hand delivery, or (b) by certified mail, postage prepaid, return receipt requested, or (c) by nationally recognized overnight courier, and all such Notices shall be deemed delivered when received. Rejection or other refusal to accept or inability to deliver because of changed address of which no Notice has been given shall constitute receipt of the Notice. Notices shall be addressed as follows:

If given to City:                      City of Hyattsville  
Attn: City Administrator  
4310 Gallatin St.  
Hyattsville, MD 20781  
Tel: (301) 985-5000

With a copy to:                      Director of Community Services  
Attn: Jake Rollow  
4310 Gallatin St.  
Hyattsville, MD 20781  
Tel: (301) 985-5009

If given to Habitat:                      John Paukstis  
President & CEO  
8380 Colesville Road, Suite 700,  
Silver Spring, MD 20910

With a copy to: Director of Community Services  
Attn: Jake Rollow  
4310 Gallatin St.  
Hyattsville, MD 20781  
Tel: (301) 985-5009

If given to HAP: HAP Board Chair  
Attn: Denise Snyder  
PO Box 113  
Hyattsville 20781

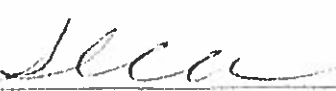
With a copy to: HAP Board Vice Chair  
Attn: Lisa Walker  
5104 42nd Avenue  
Hyattsville 20781

or in each case to such other address as any party may from time to time designate in writing by Notice given under the terms of this Section 16.

17. Incorporation of Recitals. The Recitals set forth above are incorporated into this MOU.

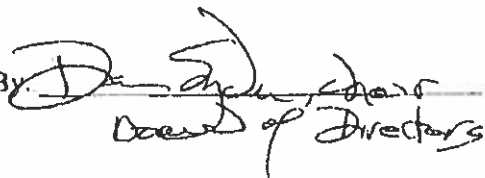
Habitat for Humanity, Metro Maryland

By: 

Witness: 

Date: 5-30-19

Hyattsville Aging in Place

By:   
Board of Directors

Witness: 

Date: 5/24/2019

City of Hyattsville

By:   
Tracey E. Douglas,  
City Administrator

Witness: 

Date: 12 June 2019

COF