

# COMMUNITY SAFETY WORKS GRANT PROGRAM: GRANT AGREEMENT

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Based upon your application, dated October 21, 2022, and supporting documentation, including the W-9 Form (collectively, the **"Application"**) for a Community Safety Works Program (the **"Program"**) grant to the Maryland Department of Housing and Community Development, a principal department of the State of Maryland (**"DHCD"**), DHCD has determined that the entity identified below as the grantee (the **"Grantee"**) is eligible for a grant up to the amount set forth below (the **"Grant"**).

**Grantee:**

City of Hyattsville

**Grant Amount:**

\$95,000

This Grant Agreement (this **"Agreement"**), by and between DHCD and the Grantee, is entered into as of the date it is executed by DHCD (the **"Effective Date"**).

## RECITALS

Whereas, pursuant to Sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and any applicable federal regulations and guidance (collectively, **"ARPA"**), the U.S. Department of Treasury (**"Treasury"**) has granted Coronavirus State and Local Fiscal Recovery Funds (**"SLFR Funds"**) to the State of Maryland (the **"State"**) to respond to the economic and public health impacts of COVID-19.

Whereas, a portion of the State's SLFR Funds has been delivered to DHCD to administer the Program for the purpose of implementing crime prevention strategies through physical design improvements, operational activities, community services, blight removal and increased property maintenance. DHCD shall use the SLFR Funds, or any other funds it determines are appropriate, to administer the Program pursuant to its general authority to accept and comply with the terms and conditions of funds from third parties and its authority to attach terms and conditions to financial assistance set forth in §§2-102(a)(6) and 2-102(a)(7) of the Housing and Community Development Article (the **"DHCD Act"** and referred to herein, together with ARPA, as the **"Act"**).

WHEREAS, the Program provides funding for projects that improve the livability and economic potential of Maryland communities through targeted investments in crime prevention that impact community safety. Eligible uses of Program funds include grants for improvements to facilities and adjacent grounds, safety services; creating open spaces; establishing or expanding

cleaning and greening activities and other projects that benefit specific local business districts, neighborhoods, residents, merchants and visitors.

WHEREAS, Grantee has applied to DHCD for a grant under the Program and, in reliance upon the representations and certifications contained in the Application, DHCD has approved the Grant funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, DHCD's Program Policy Guide, if any, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. **Specific Purpose.** The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").
2. **Grant Amount.** DHCD agrees to provide Grantee with a Program grant in a total amount not to exceed the Grant Amount set forth above.
3. **Grant Period.** The Grant shall be expended by Grantee over a one (1) year term (the "**Grant Period**"). The Grant Period is deemed to commence on the Effective Date.
4. **Maryland Historical Trust Review.** If DHCD determines that the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or DHCD's qualified staff shall review the Project for impact on historic properties. If MHT or DHCD's qualified staff determines that the Project will have an adverse effect, DHCD may decline to fund the portion of the Project that has been determined to have an adverse effect. If DHCD proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement (the "**MHT Agreement**") with MHT and DHCD. Grantee agrees to fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and DHCD. If DHCD's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of DHCD.

5. Expenditure of the Grant. Grantee agrees to use the Grant funds only for the approved Project. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the Project Activities. Grantee shall expend the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) If the Grant is less than or equal to Fifty Thousand Dollars (\$50,000), DHCD shall disburse the Grant in full following the Effective Date with no further action required from Grantee; provided, however, that if DHCD requests additional documentation from Grantee prior to the first disbursement, Grantee shall provide such documentation to DHCD's satisfaction.

(b) If the Grant is greater than Fifty Thousand Dollars (\$50,000), DHCD shall disburse up to Seventy-Five percent (75%) of the Grant following the Effective Date, with no further action required from Grantee. Following the initial disbursement, Grantee shall submit requests for disbursement, in the manner and form determined by DHCD, and containing such information required by DHCD, to receive additional disbursements. Grantee shall indicate on each request for disbursement all costs for which payment is requested. Requests for disbursement may request funds to pay for projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of Program funds from Treasury or another authorized source of funds, as determined by DHCD.

(d) DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD.

(e) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a request for disbursement; (ii) Grantee's request for disbursement, when combined with all prior requests for disbursement, exceeds the total amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the Project Activities; or (iii) the Grantee is not completing the Project Activities or the Project to the satisfaction of DHCD.

(b) Upon the occurrence of a default, DHCD, in its sole discretion may:

- (i) Reduce or withhold subsequent disbursements of the Grant;
- (ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD, Treasury's Inspector General, the Government Accountability Office, or their authorized representatives, during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.

(b) Reports. Within thirty (30) days after the expiration of the Grant Period or the date on which Grantee has expended all Grant funds, whichever is sooner, the Grantee shall submit to DHCD a final report (the "**Final Report**") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant. In addition, any

completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report. In addition to the Final Report, Grantee shall provide any information reasonably required by DHCD to enable DHCD to meet any reporting obligations required by the Act.

9. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems such assistance is necessary.

10. Grantee's Certifications. Grantee makes the certifications set forth below to DHCD.

(a) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.

(b) If Grantee is not a local jurisdiction, local government, or is otherwise exempt from registering with the Maryland State Department of Assessments and Taxation ("SDAT"), Grantee is in good standing with SDAT or, if a general partnership or sole proprietorship, is registered with SDAT.

(c) This Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.

(d) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an "Interested Person"), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting; and

(iii) Grantee shall establish and follow a written conflict of interest policy (the "Conflict of Interest Policy") that, at a minimum, must include the requirement set forth in Section 10(d)(ii). Grantee shall obtain signatures from each Interested Person on

an annual basis during the term of the Grant that confirms that such Interested Person has read, understands, and will follow Grantee's Conflict of Interest Policy.

(e) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects.

(f) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project.

(g) Grantee is not affiliated with or controlled by a for-profit organization.

(h) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project.

(i) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3).

(j) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD.

(k) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

#### 11. Program Requirements.

(a) With respect to the expenditure of the Grant, Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national origin;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) DHCD's Minority Business Enterprise Program, as amended;

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

and

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices.

(c) Grantee shall comply with applicable federal, State, and local laws governing the Grant and the Act, including:

(i) The Coronavirus State and Local Fiscal Recovery Funds Final Rule at 31 C.F.R. Part 35;

(ii) Any written directives, procedures or Program guidelines governing the Grant funds established by DHCD or Treasury from time to time; and

(iii) All other applicable federal and State laws, regulations, and rules.

12. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from; (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for; and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately, and without notice, due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State, and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

13. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 et seq. of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of the Grant; the terms of the Grant; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

14. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

15. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

16. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of laws provisions.

17. Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement, this Agreement shall be effective as of the Effective Date and shall remain in effect until DHCD closes out the Project in accordance with its procedures for closing out projects. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

18. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

19. **CONFESSION OF JUDGMENT**. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE

**UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.**

**EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.**

**THIS SECTION 19 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.**

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Each of the parties hereto has executed this Agreement with the specific intention of creating a document under seal.

**Name of Authorized Signee**

Ron Brooks

**Title of Authorized Signee**

City Treasurer

**By:**

*Ron Brooks*

I agree to be legally bound by this document.

(SEAL)

**Today's Date**

Feb 15, 2023

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## **EXHIBIT A**

### COMMUNITY SAFETY WORKS PROGRAM

#### **PROJECT ACTIVITIES**

As more fully described in Grantee's application for fund dated October 21,2022.

#### **PROJECT LOCATION:**

City of Hyattsville

#### **GRANT AMOUNT:**

\$95,000

#### **USE OF FUNDS:**

Funds will be used as set forth in the Project Budget below.

#### **PROJECT BUDGET:**