

RESOLUTION 36-22
THE TOWN OF FOREST HEIGHTS

A RESOLUTION TO APPROVE A SUB-RECIPIENT AGREEMENT BETWEEN THE
TOWN AND HOUSING OPTIONS & PLANNING ENTERPRISES INC. (HOPE) FOR USE
OF AMERICAN RESCUE PLAN ACT FUNDS

Introduced By: Mayor Calvin Washington

WHEREAS, under the funding administered by the State of Maryland pursuant to the American Rescue Plan Act (the Act), there is a Coronavirus State and Local Fiscal Recovery Funds (CLFRF) program, where every level of government will receive funding, regardless of size; and

WHEREAS, pursuant to Section 603(c) of the Act, fiscal recovery funds may be used to enable local governments to respond to the COVID-19 public health emergency, provide premium pay to essential workers, supplement revenue reductions incurred during the pandemic, and to make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, on or about July 15, 2021, the Town received confirmation by email from Hagerty Consulting, an agent and contractor of the State of Maryland's Department of Budget and Management, of its request made in compliance with the American Rescue Plan Act of 2021 Coronavirus Local Fiscal Recovery Funds (CLFRF) disbursement; and

WHEREAS, said email further stated that the Town's final allocation is \$2,526,205.34, of which 50%, or \$1,263,102.67, was disbursed to Forest Heights in a first tranche, and pursuant to the U.S. Treasury, the remainder of the funds will be distributed in no less than 12 months by the Md. Department of Housing and Community Development, who is responsible for disbursing the funds; and

WHEREAS, unlike eight (8) of the larger cities in Maryland, the Town of Forest Heights is a non-entitlement municipality under federal Community Development Block Grant (CDBG) program and CLFRF funding will be distributed based on population with estimates for Prince George's County's non-entitlement municipalities to be approximately \$160,941,034 with Forest Heights' share initially estimated at \$2,142,984, later increased, according to the Congressional Research Service, but the amount awarded may not exceed an amount equal to 75 percent of the most recent budget as of January 27, 2020; and

WHEREAS, non-entitlement units ("NEU's"), such as the Town, that receive funding from the State and Local Fiscal Recovery Funds Programs are required to meet compliance and reporting responsibilities including submission of annual Project and Expenditure Reports to the Department of the Treasury until the end of the CLFRF award period on December 31, 2026, and activities funded under this process must be documented in writing by September 30 of each year; and

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WHEREAS, in addition to an annual Project and Expenditure Report, NEU'S are further required to report key information provided on Projects, Expenditures, Project Status, Project Demographic Description, Subawards, Civil Rights Compliance, and Programmatic Information, and further provide added documentation and information such as a signed award terms and conditions agreement, signed assurances of compliance with Title VI, and provision of various budget documentation; and

WHEREAS, the Town Charter, §33-19(25) authorizes the Council to have, in addition, the power to pass ordinances not contrary to the laws and Constitution of this State to pass ordinances for the specific purposes of accepting gifts and grants of Federal or of State funds from the Federal or State governments or any agency thereof, and to expend the same for any lawful public purpose, agreeably to the conditions under which the gifts or grants were made; and

WHEREAS, on June 23, 2021, the Council passed Emergency Ordinance 02-21 approving the FY 22 Budget and found that said ordinance and/or the supplemental detailed line-item budget referenced in said Emergency Ordinance would necessitate further amendment to receive and appropriate the Town's allocation of Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021 ("ARPA"), also called the COVID-19 Stimulus Package or American Rescue Plan, Pub L. No. 117-2; and

WHEREAS, pursuant to Section 33-45 of the Town Charter, the budget shall be prepared and adopted in the form of an ordinance, and pursuant to the Common Law of Maryland, the budget ordinance may be amended by resolution if so authorized pursuant to ordinance such as the original budget ordinance enacting the initial fiscal year budget; and

WHEREAS, on or about November 17, 2021, the Town Council passed Resolution 41-21 to amend the FY 2022 Budget and the detailed line-item budget to add revenue and expenditure line items in the amount of \$1,263,102.67 for line items 6200 and 8200 (ARP Coronavirus Funds) respectively to said budget documents for the first tranche; and

WHEREAS, staff prepared a document entitled "Town of Forest Heights Recovery Plan – State and Local Fiscal Recovery Funds – 2021 Report" (4 pp.), that includes a Table of Expenses by expenditure category outlining the anticipated categories in which the Town will operate its CLFRF programs.

WHEREAS, one of the approved category of expenses in said Plan includes the allocation of ARPA funds to be distributed as "Aid To Non-Profit Organizations" under the plan category of "Negative Economic Impacts" in connection with the pandemic; and

WHEREAS, the Town of Forest Heights routinely partners with the Greater Oxon Hill CDC on a number of projects that benefit the Town and citizens; and

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WHEREAS, the Town wishes to provide \$10,000.00 of its ARPA funds within the category of Aid To Non-Profit Organizations to Housing Options & Planning Enterprises, Inc., (HOPE) a duly registered Maryland non-profit organization in good standing, for general project and program administration and for other purposes consistent with the use of these funds.

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby approves the attached Sub-Recipient Agreement contained herein and referenced as Exhibit A, which sets forth the parameters connected to receipt of the ARPA funds including, understanding the use of said funds, conditions associated with the funds awarded, performance measures, and documentation to be maintained, submitted and reported by the sub-recipient.

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign the attached Sub-recipient Agreement on behalf of the Town and execute any other related documentation needed to carry out the intent of this Resolution.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage.

PASSED this 6 day of June 2022.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
WASHINGTON	<u>Yea</u>
KENNEDY	<u>Yea</u>
NOBLE	<u>Yea</u>
BARNES	<u>Absent</u>
HINES	<u>Yea</u>
LILLY	<u>Yea</u>
ATKINSON	<u>Absent</u>

ATTEST:

THE MAYOR AND COUNCIL OF THE
TOWN OF FOREST HEIGHTS, MARYLAND

SIGNATURE ON FILE
Sherletta Hawkins, Town Clerk

By: SIGNATURE ON FILE
Calvin Washington, Mayor

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CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the 6 day of June, 2022 with 5 Aye votes and 0 Nay votes the aforesaid Resolution 36-22 passed.

SIGNATURE ON FILE

Sherletta Hawkins, Town Clerk

[Exhibit A- Sub-recipient Agreement between Town of Forest Heights and Housing Options & Planning Enterprises. Inc.]

AGREEMENT
BETWEEN
THE TOWN OF FOREST HEIGHTS
AND
HOUSING OPTIONS & PLANNING ENTERPRISES, INC.

THIS AGREEMENT, made June 16, 2022 between the **TOWN OF FOREST HEIGHTS**, a body corporate and politic (hereinafter the "TOWN"), party of the first part, and **Housing Options & Planning Enterprises, Inc. (HOPE)** (hereinafter the "Sub-recipient").

WHEREAS, the Town has received the following Grant (hereinafter the "Grant"):

Grantor: US Department of Treasury

Grant Title: American Rescue Plan Act of 2021 -- Treasury's Coronavirus State and Local Fiscal Recovery Funds

Scope of Project/Services: General Project and Program Administration for Housing Options & Planning Enterprises, Inc, (HOPE)

("Negative Economic Impacts; Aid to Nonprofit Organizations")

Grant Documents:
 (labeled and identified, i.e.
 "Attachment A-Grant Application,
 Attachment B-Conditions of Award"),
 Attachment C-Performance Measures):

All receipts for purchases, quotes, and proof of payments must be submitted to the Town of Forest Heights upon request. A written certification of completed projects shall be submitted and maintained by the sub-recipient.

As a 501c3 organization, Housing Options & Planning Enterprises, Inc. (HOPE) strives to help people and families find and keep housing to meet their needs. Programs are designed to foster self-sufficiency and neighborhood stabilization in Prince George's County and Southern Maryland.

Grant Term: 3-3-2021 – 12-31-24 Grant Number: SLT-6548 Sub-recipient Agreement Term: 7-1-21 – 6-30-22

Town Project #: TOFH-FY22-NPA-0002 *CFDA: 21.027
*(Use only 1 project # for each agreement, per year) *if funds originated from Federal Funding*

Amount of Sub-recipient Funding (this Agreement only): *Federal \$10,000.00 State \$ Town \$ Other/Specify: \$

Administering Town Department: Administration (Project Management)

Designated Town Project Director: n/a

WHEREAS, the Town is designating Housing Options & Planning Enterprises, Inc. (HOPE) as its Sub-recipient agency for the implementation, administration, and reporting for the Grant; and

WHEREAS, the Town enters into this Agreement with the Sub-recipient for the purpose identified and further defined in the executed Grant Documents; and

WHEREAS, the Town desires to assign its duties and responsibilities under the Grant to the Sub-recipient to implement the Grant on behalf of the Town, consistent with the Grant Documents; and

WHEREAS, Sub-recipient desires to fulfill the duties and responsibilities under the Grant as a sub-recipient; and

WHEREAS, Sub-recipient has reviewed and understands the terms and conditions of the Grant and all exhibits hereto (collectively, the "Grant Documents"), and agrees to abide by such terms and conditions; and

WHEREAS, the Sub-recipient accepts the responsibility and related financial compensation (pass-through funding) to perform the approved grant activities, and acknowledges that the terms and conditions of the Grant shall be made binding on the Sub-recipient; and

WHEREAS, the Town seeks to set forth provisions governing the rights and responsibilities of the Town and the Sub-recipient with respect to pass-through grant funding.

NOW, THEREFORE, the parties hereto agree as follows:

1. Sub-recipient shall implement the program (hereinafter the "Project") and achieve the objective(s) identified in the Grant Documents, attached hereto and incorporated herein by reference in accordance with the terms and conditions in the Grant Documents during the Grant Term.
2. Sub-recipient shall perform all the obligations of the Town under the Grant Documents, including, but not limited to, programmatic requirements set forth in the Grant Agreement, any and all reporting and record-keeping requirements, compliance with procurement and spending requirements. The obligations of the Sub-recipient under this paragraph shall continue until completion of reporting and audit requirements and until the Grantor has closed out the Grant, whichever shall last occur, and shall survive the termination of this Agreement.
3. The Sub-recipient agrees to indemnify and hold the Town harmless from any claim or demand arising from this Grant.
4. Sub-recipient shall establish regulations and procedures necessary for the proper administration of such funds consistent with the terms and conditions of the Grant Documents.
5. Sub-recipient shall adhere to and comply with all applicable laws, regulations, circulars, and guidelines related to the Grant, including but not limited to, 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, grantor requirements, and audit requirements for Federal Awards.

6. Sub-recipient shall adhere to and comply with the Human Service Agreements Manual (“HSAM”) if the Grant is funded, in whole or in part, by the Department of Health and Mental Hygiene (“DHMH”). Current link for the HSAM is (subject to change):

http://dhmh.maryland.gov/docs/hsam_093005.pdf

Sub-recipient and any sub-vendor of Sub-recipient that has Cost-Reimbursement Contracts over \$100,000 under DHMH funded grants shall adhere and comply with the DHMH Summary of Sub-Vendor Audit Requirements (over \$100,000 Cost-Reimbursement Contracts, *under same grant number*). Current link for the Summary is (subject to change):

http://www.dhmh.state.md.us/docs/audit_standards.pdf

7. Sub-recipient shall account for expenditures in accordance with generally accepted accounting principles and in accordance with the terms and conditions of the Grant Documents.
8. Sub-recipient shall maintain accurate financial records, in a form acceptable to Grantor and the Town, of all transactions relating to the receipt and expenditure of the Grant funds, and to Sub-recipient’s matching funds, if applicable.
9. Sub-recipient shall retain all records and other documents relevant to the Grant and this Agreement, including forms previously submitted to the Town in accordance with its requirements, for period of no less than three (3) years from the Grant’s completion date (or longer as required by the terms of the award or any pending litigation). Sub-recipient shall make the aforementioned records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to Grantor and Town upon request. Grantor and Town may conduct inspections of the Project at any time during the term of this Agreement.
10. Sub-recipient shall submit the following reports to the Town:
 - a. Copies of any audits performed on Sub-recipient’s records by other entities;
 - b. Audited financial statements within six (6) months after the Sub-recipient’s Fiscal Year End.*
 - c. To the extent that the Sub-recipient is required to have a single-audit performed, such report shall also be submitted to the Town at completion, but no more than six (6) months after the close of the Sub-recipient’s fiscal year.

**The Grantee may, in writing, request an extension which must be approved by the Town’s Chief Financial Officer or Town Administrator.*

11. All requests for reimbursement from Sub-recipient to Town shall include documentation from the Sub-recipient’s General Ledger which ties to funds requested to the Project. Sub-recipient hereby acknowledges and agrees that payment by the Town is contingent upon the availability of funds, and that the Town shall not be responsible for payment in the event that funds are not available to the Town. Reimbursement to the sub-recipient by the Town shall be made only after receipt of all required reports, related back-up, and payment from the Grantor.
12. The Town’s financial obligations to Sub-recipient under the Grant are limited to those expenditures reimbursed by Grantor. If Grantor shall at any time disallow costs, renders costs ineligible or seeks reimbursement of any payments made pursuant to the Grant Documents, Sub-recipient shall indemnify the Town for such costs and reimbursements and all expenses related thereto, including attorney’s fees. If such a repayment is required, the Town shall notify

the Sub-recipient in writing of such requirement, and Sub-recipient shall make repayment to the Town within fifteen (15) days of receipt of such notice.

13. There will be no requirement to reimburse Town for costs and expenses incurred by the Town for the administration of this Grant except as provided in this Agreement.
14. Sub-recipient shall provide required matching funds or program deficit funding, if applicable, in an amount and manner required by the Grant Documents.
15. The Sub-recipient shall submit a modification request in a manner and form consistent with the requirements of the Grantor and the Town in the event that it becomes necessary to modify or alter the total amount of the grant, the amount of funds budgeted in a grant category or to modify or alter the terms of performance. A modification, if approved by the Town and Grantor, shall become part of this Agreement.
16. In the event that during the term of this Agreement any disputes arise between the parties in connection with performance of this Agreement, each party shall make reasonable effort to resolve the dispute by mutual negotiation, adjustment, and compromise.
17. The failure of a party to enforce, at any time, a provision of this Agreement or to exercise any right which may be provided herein shall in no way be construed to be a waiver of such provision or right, nor in any way to affect the validity of this Agreement or any part thereof or the right of the party to enforce thereafter each and every provision and right.
18. The Sub-recipient certifies that it now complies and will continue to comply with all federal, state, and local laws and regulations pertaining to equal employment opportunity practices.
19. The Town shall notify the Sub-recipient, in writing, of a default under this Agreement. The Sub-recipient shall have thirty (30) days from the date of such notice to cure the default in a manner satisfactory to the Town and the Grantor. Upon the failure of the Sub-recipient to cure the default in a manner satisfactory to the Town and the Grantor, the Town, in addition to the remedies set forth in the Grant Documents, shall have the following remedies:
 - a. the Sub-recipient shall not be entitled to any undisbursed portions of the Grant;
 - b. the Town may, at its option, require the Sub-recipient to repay all funds improperly expended by the Sub-recipient; and
 - c. the Town may take all other actions available to it by law or in equity.
20. All covenants, agreements, representations, and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the Grant and shall continue in full force and effect until the Sub-recipient, on behalf of the Town, has complied with all terms and conditions of any close-out agreement executed by and between Grantor and the Town for the grant.

21. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have been given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

To Town: Mayor and Council of Forest Heights
Attn: Town Administrator
5508 Arapahoe Dr
Forest Heights, MD 20747

Copied to Sub-recipient: Housing Options & Planning Enterprises, Inc. 6188 Oxon Hill Road, Suite 700, Oxon Hill, Md. 20745

or to such other address as the parties above shall have furnished to the other in writing.

22. Sub-recipient releases the Town and agrees the Town shall not have any liability for, and agrees to protect, indemnify and hold harmless the Town, from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against the Town as a result of actions taken or not taken by the Sub-recipient pursuant to the Grant Documents. All money expended by the Town as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs shall be immediately, and without notice, due and payable by the Sub-recipient to the Town.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
24. This Agreement has been duly executed and delivered by the Town and the Sub-Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Town and the Sub-Recipient.
25. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In such case, neither party shall be liable for any damages, penalties, demobilization or contract termination expenses of any nature. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.
26. Sub-recipient and its officers or directors shall have no authority to bind or obligate the Town to any contract, undertaking or obligation without the express written authorization of the Town except as specifically enumerated in the Grant Documents or this Agreement.
27. By entering into this Agreement, the Town and its "employees", as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article* of the *Annotated Code of Maryland*, does not waive sovereign immunity, does not waive any defense and does not waive any limitations of liability, all as may be provided for by law. No provision of the Grant Documents or this Agreement modifies or waives any provision of the *Local Government Tort Claims Act* or the *Maryland Tort Claims Act*.
28. It is not intended by any of the provisions of the Grant Documents or this Agreement to create in the public, or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Town and the Grantor, and notwithstanding concurrence in or approval of the award of any contract or subcontract or

the solicitation thereof in fulfilling the obligations of the Agreement.

29. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable in contract for performance obligations arising under the Grant Documents or this Agreement, and any extension or renewals thereof, provided they are acting within the course and scope of their employment or governmental duties and responsibilities, and further provided that the contract is authorized by law and appropriations have been made for performance of the Agreement.
30. The Town's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the Town for the performance of this Agreement. The Town's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement and shall be final.
31. In the event any portion of these provisions are found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the provisions shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the provisions, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the parties in entering into this Agreement.
32. The parties hereto agree that the above writing constitutes the entire agreement between them concerning this matter and that there are no understanding, promises or arrangements binding either part hereto that have not been written herein. The parties further agree that this Agreement can be amended only by written agreement signed by the parties hereto.
33. Additional Sub-recipient Information:
 - a. Is Sub-grant award \$25,000 or less in total (under same grant number)? Yes or No
 - b. Is **Sub-recipient Organization** Gross Income from all sources LESS than \$300,000?
 Yes or No
 - c. Will this Sub-grant award require the disclosure of classified information? Yes or No

33. Additional Sub-recipient Information (continued):

d. Are the names and total compensation of the five most highly compensated officers in the Sub-recipient Organization and their total compensation available to the public, upon request? X Yes or ___ No. If yes, skip table box and go to next item. If no, please complete table below:

Top Five Executives by Name	Total Compensation

Sub-recipient Organization's DUNS Number: and SAM.gov Expiration:

Sub-recipient Organization's Location and Congressional District:

Sub-recipient Organization's Place of Performance and Congressional District:

Document Execution

WITNESS the hands and seals of the parties.

Attest:

SIGNATURE ON FILE

TOWN OF FOREST HEIGHTS

SIGNATURE ON FILE

by:

Calvin Washington, Mayor

Attest:

SIGNATURE ON FILE

by:

~~Donna Hurley, CEO/President~~
Housing Options & Planning Enterprises, Inc.

Approved as to Legal Form and Sufficiency:

Kevin Best, Esq, Town Attorney

Town Project # TOFH-FY22-NPA-0002