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BOARD OF COUNTY COMMISSIONERS

December 21, 2021

*****Special Meeting*****

OPEN SESSION AGENDA

- 10:00 AM MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Jeffrey A. Cline*
- 10:05 AM EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT - APPROVAL TO ACCEPT
FUNDING AS AWARDED AND EXECUTE GRANT AGREEMENT AND
SUBRECIPIENT AGREEMENT
*Rachel Souders, Senior Grant Manager, Office of Grant Management; Geordie Newman,
Community Action Council*
- 10:10 AM CLOSED SESSION (*to discuss the appointment, employment, assignment, promotion,
discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees,
employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects
one or more specific individuals*)
- 10:20 AM RECONVENE IN OPEN SESSION
ADJOURNMENT



Open Session Item

SUBJECT: Accept Emergency Rental Assistance Program Grant Funding / Execute Grant Agreement and Subrecipient Agreement

PRESENTATION DATE: December 21, 2021

PRESENTATION BY: Rachel Souders, Senior Grant Manager, Office of Grant Management; George Newman III, President and CEO, Washington County Community Action Council

RECOMMENDED MOTION: Move to accept Emergency Rental Assistance Program (ERAP) funding from the Department of Housing & Community Development (DHCD) in the amount of \$6,496,617.00 and move to approve the execution of the associated grant agreement with the DHCD as well as the subrecipient agreement with the Washington County Community Action Council.

REPORT-IN-BRIEF: The DHCD is offering a second round of ERAP funding to assist local jurisdictions in preventing renter evictions. The funds will assist with rent and other housing stability costs for those suffering the effects of job loss and other economic disruptions as a result of the Covid-19 pandemic.

DISCUSSION: In May 2021, Washington County was awarded \$9,441,971 from the Department of Housing and Community Development to ensure housing stability for families and individuals at risk of and currently experiencing homelessness due to the Covid-19 pandemic. Our subrecipient, the Washington County Community Action Council, anticipates that all current ERAP funding will have been distributed by the first week of 2022.

Due to the continued effects of the pandemic, the DHCD has announced they will be offering a second round of ERAP funding and has allocated \$6,496,617.00 to Washington County. If approved today, the County will sign the grant agreement and enter into a subrecipient agreement with the Washington County Community Action Council to implement the program.

FISCAL IMPACT: The grant will provide \$6,496,617.00 for the Washington County Community Action Council. The Washington County Office of Grant Management will utilize \$6,496.00 of the grant funding for the cost of administering and monitoring the grant.

CONCURRENCES: Susan Buchanan, Director, Office of Grant Management

ALTERNATIVES: Deny approval for acceptance of grant funds

ATTACHMENTS: Grant Agreement

AUDIO/VISUAL NEEDS: N/A

**EMERGENCY RENTAL ASSISTANCE PROGRAM
GRANT AGREEMENT
(ERAP)**

THIS EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT AGREEMENT (the "**Agreement**") is entered into as of the Effective Date (as defined in Section 17 hereof) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland (the "**Department**"), and BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a **body politic and corporate entity** of the State of Maryland (F.I.D. 52-0696197) (the "**Grantee**").

RECITALS

WHEREAS, the Department receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the American Rescue Plan Act of 2021 (Pub L. No.117-2) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**"). Treasury distributed Program funds to the Department in two rounds, known as ERAP 1 and ERAP 2. This Agreement is funded by Program funds received from the second round, known as ERAP 2.

WHEREAS, the Department distributes funding received for the Program to eligible recipients (the "**Grantees**"). The Grantees are authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons who are currently homeless or at-risk of homelessness.

WHEREAS, the Grantee may distribute all or any portion of funding received under the Program to State of Maryland (the "**State**") nonprofit organizations or local government agencies providing services to eligible recipients of Program funds (the "**Subrecipients**") or directly to eligible households.

WHEREAS, Grantee has submitted an application (the "**Application**") or a plan (the "**Plan**") to the Department, and the Application or Plan, as applicable, describes certain activities which are eligible for funding under the Program.

WHEREAS, in reliance upon the statements, representations and certifications contained in the Application or Plan, as applicable, the Department has approved a grant award to Grantee.

WHEREAS, the provisions of the Act, the Regulations, and the Department's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

AGREEMENT

IN CONSIDERATION of the Recitals (which are incorporated herein by reference) and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant; Department's Program Manager.

- a) The Department shall provide Grantee grant funds in an amount not to exceed Six Million Four Hundred Ninety-Six Thousand Six Hundred Seventeen And 00/100 Dollars (**\$6,496,617**) (the "**Grant**"). Disbursement of the Grant is subject to the availability and receipt of grant funds from Treasury.
- b) Grantee shall use the Grant to carry out the approved activities described in the attached **Exhibit A** (the "**Project**"). Grantee certifies its activities are eligible activities as set forth in the Act.
- c) The Department designates the Program Manager to serve as the Department's program coordinator for this Agreement (the "**Program Manager**").

2) Intentionally deleted.

3) Expenditure of the Grant.

- a) Grantee may use a portion of the Grant, as determined by the Department and in accordance with the Act, for its administrative expenses attributable to providing financial assistance and housing stability services.
- b) The expenditure period for the Grant (the "**Grant Period**") shall commence on July 1, 2021 and terminate on September 30, 2025 (the "**Termination Date**").
- c) All expenses related to approved activities which will be paid for with the proceeds of the Grant must be incurred during the Grant Period. The Department, in its sole discretion, may approve expenses incurred outside of the Grant Period.
- d) The Department will establish progressive expenditure and obligation deadlines in accordance with guidelines and Program regulations established by Treasury. Grantees unable to expend or obligate sufficient funds before the established deadlines, as determined by the Department, in its sole determination, may be subject to recapture of Grant funds.
- e) Grantee shall return any Grant funds that have not been expended in accordance with Section 3 immediately to the Department, and Grantee shall have no further rights with respect to such funds. The Department shall have the rights and remedies with respect to unexpended funds as provided by Section 10.

4) Applicability to Subrecipients.

- a) In the event that the approved Grant activity is to be performed by a Subrecipient, the provisions of this Agreement, the Act, the Policy Guide, and the Regulations shall be binding on such Subrecipient. This shall be accomplished by written agreement between Grantee and the Subrecipient that includes, at a minimum, the provisions set forth in the attached **Exhibit B** (the “**Sample Subrecipient Agreement**”). Where the term "Grantee" appears in this Agreement it shall be interpreted to include any Subrecipient. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement, the Act, the Policy Guide, and the Regulations.
- b) If a Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

5) Disbursement.

- a) The Department, in its sole discretion, may disburse the Grant in advance of, or as reimbursement for, expenditures by Grantee for the approved activities upon receipt by the Department of a completed request for disbursement in the manner and form determined by the Department. A request for disbursement shall identify in detail all expenses incurred or to be incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses required by the Department. A request for reimbursement must be based on the actual expenses incurred by Grantee for approved grant activities and Grantee's actual cash disbursement for approved grant activities.
- b) **All requests for disbursement must be submitted to the Department on a monthly basis**, in the manner and form determined by the Department. Grantee shall submit a household applicant report (the “**Monthly Household Applicant Report**”) as an attachment to each request for disbursement.
- c) The Department reserves the right not to disburse any Grant funds if, in the Department's determination:
 - A. Grantee has failed to supply a material fact in a request for disbursement;
 - B. Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant;
 - C. Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the Policy Guide; or
 - D. Grantee is in default under any other term or condition contained in this Agreement.

6) Records; Data Collection and Reporting Requirements; Inspections.

- a) General Requirements of Records. Grantee shall maintain accurate financial records in a form acceptable to the Department of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Grantee shall provide the Program Manager with copies of any audits performed on Grantee's records by other entities. Grantee shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Department upon request.

- b) Data Collection and Reporting Requirements.
 - A. Grantee shall, and shall require its Subrecipient(s) to, collect certain data from each household applicant in accordance with the Department's standards as described in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.

 - B. Grantee shall implement, and shall require its Subrecipient(s) to implement, sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.

 - C. Grantee will submit regular reports, including the Monthly Household Applicant Report, in the manner and form determined by the Department.

 - D. Grantee shall bear primary responsibility for the accuracy of all data submitted to the Department. If incorrect data is discovered post-submission, Grantee will notify the Department promptly in writing and resubmit corrected data in accordance with the time limits and requirements set forth in the Policy Guide.

 - E. The Grantee acknowledges that the Department has ownership of all information submitted to the Department.

 - F. In the event that the database into which the Grantee submits its data ceases to exist, the Grantee will be notified and provided reasonable time to access and save applicable statistical and frequency data. The aggregate data up to the point of termination may be either electronically or physically stored by the Department for future reference.

 - G. Grantee is responsible for meeting any additional reporting requirements that Treasury or the Department determine is necessary.

- c) Inspection. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the

discretion of the Department. The Department may conduct inspections of the Project at any time during the term of this Agreement.

7) General Covenants.

- a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by Treasury, the Department and the State with respect to the use of Grant funds.
- b) Grantee must notify and obtain written approval of the Program Manager for any change in the allocation of funds in the budget line items set forth in the Project. A written approval of a change in the budget from the Program Manager will not require an amendment to this Agreement, so long as the amount of the Grant does not change.
- c) Grantee shall establish a formal written process, satisfactory to the Department, to address the termination or denial of any assistance under the Program.
- d) Grantee and Subrecipients shall participate in all applicable required trainings offered by the Department in relation to the Program.

8) Grantee's Certifications. Grantee certifies to the Department that:

- a) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is a part, and has all requisite power and authority to enter into and consummate the transactions contemplated by this Agreement.
- b) 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.
- c) Insofar as the capacity of Grantee to carry out its obligation under this Agreement is concerned: (A) Grantee is not in material violation of its charter, any statute, rule or regulations, or any mortgage, indenture, agreement, instrument, judgment, decree, order, and (B) the execution and performance of this Agreement will not result in any such violation.
- d) A person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- e) The representations, statements, certifications and other matters contained in the Application or the Plan, as applicable, are and remain true and complete in all material

respects.

- f) Grantee has or shall comply with all special conditions set forth in the attached **Exhibit C**.
- g) All federal, State and local government approvals, permits and reviews which may be required to begin and complete the Project have been obtained or Grantee has reasonable assurances that they will be obtained.
- h) Grantee certifies that all of the Grant funds will be used for eligible Program activities as defined in the Act and Regulations.
- i) Any portion of the Grant which Grantee has given to a Subrecipient is being used and will continue to be used for eligible activities as set forth in the Act and Regulations.
- j) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:
 - A. Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
 - B. Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
 - C. Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

9) **Certifications Regarding the Program.**

- a) Grantee will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program.
- b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as **Exhibit D**.

- c) Grantee will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and any related regulations, insofar as it is applicable to the Grantee and Subrecipients.
- d) In the event that Grantee or its Subrecipients provide direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.
- e) Grantee may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Guide.

10) Default, Repayment and Remedies; Termination.

- a) A default under this Agreement shall occur if:
 - A. Grantee fails to expend the Grant funds within the time frames set forth in Section 3;
 - B. There is any use of the Grant by Grantee, or any Subrecipient, for any purpose other than as authorized by the Act, the Regulations, the Policy Guide, and this Agreement, and as specifically described in the Project Description attached as **Exhibit A**; or
 - C. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application or Plan, as applicable.
- b) If a default described in Section 10(a)(A) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any Grant funds not expended within the time frames set forth in Section 3 of this Agreement.
- c) Other than as set forth in Section 10(b) of this Agreement, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have 30 days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
- d) Notwithstanding the foregoing notice and cure period set forth in Section 10(c), in the event that Treasury requires the repayment of any Grant funds, Grantee shall immediately return the Grant funds to the Department.
- e) In the event of termination of the Agreement, whether due to default or otherwise:

- A. Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and
 - B. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.
- f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
- g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department 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 of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.

11) Indemnification. To the extent permitted by the laws of the State, and 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**A”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department’s negligence or willful misconduct or the negligence or willful misconduct of the Department’s officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section 11.

12) Notice Regarding Disclosure of Information Relating to the Project.

- a) The Department intends to make available to the public certain information regarding the Project and the Grantee.
- b) The Department 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.
- c) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the “**PIA**”). Information that may be disclosed includes, among other things, the name of the Grantee; the name, location, and

description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application or Plan, as applicable,; a copy of the Application or Plan; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions or matching funds 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 the Department. If Grantee believes that any of the information it has provided to the Department 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. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

- 13) Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:
 - a) Communications to the Department shall be mailed to:
ERAP Program Manager, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Rd, Lanham, MD 20706.
 - b) Communications to the Grantee shall be mailed to:
Director, Office of Grant Management, 100 W. Washington Street, Room 2200, Hagerstown, MD 21740
- 14) Amendment. Other than as set forth in Section 7(b), 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. This Agreement may not be assigned without the prior written approval of the Department.
- 16) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without giving effect to its conflict of laws provisions.
- 17) Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the "**Effective Date**") until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.
- 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 the 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 any amendments thereto 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. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

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WITNESS, the parties hereto have caused this Emergency Rental Assistance Program Agreement to be executed under seal by its duly authorized officer(s) as of the Effective Date.

WITNESS/ATTEST:

Board of County Commissioners of Washington County

Witness Signature

By: _____ (SEAL)
Name: Jeffrey A. Cline
Title: President

DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT, a
principal department of the State of Maryland

Witness Signature

By: _____ (SEAL)
Kenneth C. Holt
Secretary

Date Executed on behalf of Department
(Effective Date)

Approved for form and legal sufficiency
by Assistant Attorney General

Attachments

- Exhibit A - Project
- Exhibit B - Sample Subrecipient Agreement (Executed Subrecipient Agreements to be maintained in Grantee's Records)
- Exhibit C - Special Conditions
- Exhibit D - Certification Prohibiting the Use of Federal Funds for Lobbying
- Exhibit E - Debarment Affidavit (for nonprofit organizations to complete)
- Exhibit F - Nonprofit Subrecipient Certifications (as applicable)
- Exhibit G - Federal Award Identifier - Subaward Data
- Exhibit H - Sample Corporate Resolution (for nonprofit organizations)

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EXHIBIT B

SAMPLE EMERGENCY RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this ____ day of _____, 20__ by and between _____, a **[corporate entity incorporated][limited liability company formed]** under the laws of the State of Maryland (hereinafter referred to as "**Subrecipient**") and _____, a **[body politic and corporate][corporate entity][limited liability company]** of the State of Maryland (hereinafter called the "**Grantee**").

EXPLANATORY STATEMENT

WHEREAS, the Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the American Rescue Plan Act of 2021 (Pub L. No.117-2) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, DHCD has awarded Grantee a Program grant (the "**Grant**") for the period July 1, 2021 through September 30, 2025. Grantee is authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons who are currently homeless or at-risk of homelessness.

WHEREAS, the provisions of the Act, the Regulations, and DHCD's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

WHEREAS, Grantee has agreed to comply with the requirements of the Program as set forth in its Grant Agreement with DHCD (hereinafter the "**Contract**"), has designated Subrecipient to provide services according to the application Grantee submitted to DHCD, and has allocated some or all of its award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Subrecipient shall faithfully perform and certify the operation of the "Project" as outlined in the Contract.
2. The provisions of this Agreement, the Contract, the Act, the Policy Guide, and the Regulations shall be binding on the Subrecipient.

3. Grantee, as recipient of grant funds, shall reimburse or advance Subrecipient monthly in an amount equal to the actual expenses incurred or expected to occur for approved Grant activities as certified to Grantee by Subrecipient in its request for disbursement. Receipt of the Grant funds from DHCD is a condition precedent to the Grantee's disbursement obligation as set forth in this paragraph.

4. Records; Reporting Requirements; Inspections.

a) General Requirements of Records. Subrecipient shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Subrecipient shall provide the Grantee with copies of any audits performed on Subrecipient's records by other entities. Subrecipient shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Grantee or DHCD upon request. Reports will be provided to Grantee's Contact set forth in Section 8 of this Agreement for approval and forwarding to DHCD by the Grantee.

b) Data Collection and Reporting Requirements.

A. Subrecipient shall collect certain data from each household applicant in accordance with DHCD's standards as set forth in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.

B. Subrecipient shall implement sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.

C. Subrecipient will submit regular reports, including the Monthly Household Applicant Report, to the Grantee in the manner and form determined by DHCD.

5. Certifications Regarding the Program.

a) Subrecipient will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program;

b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as Exhibit D to the Contract.

c) In the event that Subrecipient provides direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following

receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.

- d) Subrecipient may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.

6. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.

7. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the Project between this Agreement and the Contract the terms of the Contract shall prevail.

8. Subrecipient acknowledges that the Grantee has designated _____ whose title and address are _____ to administer the Contract. This designation may be revised from time to time by Grantee by written notice to Subrecipient.

9. Subrecipient shall participate in all applicable required trainings offered by DHCD in relation to the Program.

10. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State of Maryland (the "State") and federal laws and requirements.

11. Nondiscrimination, Fair Practices, and Drug And Alcohol Free Certifications:

- a) Subrecipient certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed, or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
- b) Subrecipient shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.

c) Subrecipient shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

12. If Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

13. A person who is an employee, agent, consultant, officer, or elected or appointed official of Subrecipient (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

14. A default under this Agreement shall occur if there is a breach of any covenant, agreement, provision, representation, warranty or certification of Subrecipient which was made in this Agreement.

15. This Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient beyond the period ending September 30, 2025.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

GRANTEE NAME

Witness Signature

By: _____ (SEAL)
Signature

Name: _____
Title: _____

WITNESS/ATTEST:

SUBRECIPIENT NAME

Witness Signature

By: _____ (SEAL)
Signature

Name: _____
Title: _____

EXHIBIT C

**EMERGENCY RENTAL ASSISTANCE PROGRAM –
SPECIAL CONDITIONS**

Grantee's Emergency Rental Assistance Program grant has been approved with the following conditions [if none, so state]: **NONE**

EXHIBIT D

**EMERGENCY RENTAL ASSISTANCE PROGRAM –
CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS
FOR LOBBYING**

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Board of County Commissioners of Washington County

By: _____
Authorized Signature for the Grantee

Date

Printed Name and Title

EXHIBIT E

**EMERGENCY RENTAL ASSISTANCE PROGRAM
DEBARMENT AFFIDAVIT**

Intentionally left blank - not required for county governments.

EXHIBIT F

**EMERGENCY RENTAL ASSISTANCE PROGRAM
CERTIFICATION WITH RESPECT TO NONPROFIT SUBRECIPIENTS (“NPS”)**

The undersigned certifies that:

- (1) Grantee has examined executed originals or certified copies of the NPS’s articles of incorporation and by-laws or articles of organization and operating agreement, and any amendments thereto, authorizing resolutions and good standing certificate.
- (2) Grantee has verified that the NPS is duly organized, validly existing and in good standing under the laws of the state of Maryland. The NPS has all requisite power and authority and all governmental certificates of authority, licenses, permits and qualifications to carry out the Project on Grantee’s behalf and in accordance with the terms and conditions of the Grant Agreement.
- (3) Based on Grantee’s knowledge and inquiry of the NPS, there is no litigation or investigation pending or threatened, or any judgment or order entered against the NPS or its assets at law or equity by or before any governmental instrumentality or agency having jurisdiction over the NPS.

This certification is a material representation of fact upon which reliance was placed when the Grant Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Grant.

Board of County Commissioners of Washington County

By: _____ (SEAL)

Name: _____

Title: _____

Date

EXHIBIT G

FEDERAL AWARD IDENTIFICATION

1	Grantee (Sub-recipient) Name:	Board of County Commissioners of Washington County
2	DHCD DUNS Number	028492598
	Sub-recipient DUNS Number	051300358
3	Federal Award Identification Number (FAIN)	ERAE0073
4	Date of Award to DHCD by Treasury	5/11/2021
5	Sub-award Period of Performance Start Date & End Date	July 1, 2021 – September 30, 2025
6	Amount of Federal Funds Obligated by this Agreement to the Sub-recipient by DHCD	\$6,496,617
7	Total Amount of Federal Funds Obligated to the Sub-recipient by DHCD (Including the current Obligation) for Federal Fiscal Year 2021	\$15,938,588
8	Federal Award Project Description	ERAP assists eligible households that have difficulty making timely payments of rent and utilities due to the COVID-19 pandemic. Financial assistance for eligible households includes payment of rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the COVID-19 pandemic. Funds may also be used to provide housing stability services to eligible households, including case management, other services intended to keep households stably housed, and administrative costs.
9	Name of Federal Awarding Agency	U.S. Department of the Treasury
	Contact Information for DHCD Awarding Official	Stuart Campbell, Director, Office of Community Services Programs 301-429-7516, stuart.campbell@maryland.gov
10	CFDA Name and Number	21.023 - Emergency Rental Assistance Program
	Dollar Amount Made Available under the Federal Award	\$204,204,097.70
11	Is the Federal Award for R&D?	No
12	DHCD's Indirect Cost Rate	87.81%
	Sub-recipient's Indirect Cost Rate for Federal Awards	N/A

EXHIBIT H

SAMPLE CORPORATE RESOLUTION FOR NONPROFIT ORGANIZATIONS

Intentionally left blank - not required for county governments.