

Council President Bernard C. "Jack" Young  
100 N. Holliday Street

Associated Black Charities

The Honorable President and Members of the  
Board of Estimates

January 25, 2018

Dear Mr. President and Members:

**ACTION REQUEST OF BOARD OF ESTIMATES:**

To approve a Memorandum of Understanding (MOU) between the Mayor and City Council of Baltimore and Associated Black Charities, Inc., (ABC), relating to the administration of the Baltimore City Children & Youth Fund. The term of this Agreement shall be for a period beginning on January 1, 2018 and ending upon the date of expiration of Subtitle 9 of this MOU, unless terminated earlier pursuant to the terms of this Agreement.

**AMOUNT OF MONEY AND SOURCE OF FUNDS:**

\$12,000,000.00

**BACKGROUND/EXPLANATION:**

The Baltimore City Children & Youth Fund, approved by voters in 2016, is a continuing, nonlapsing fund, which provides funding for programs and services to the children and youth of Baltimore City. Upon approval by the voters of Baltimore City, the Council President's engaged a Task Force constituted of a wide range of stakeholders to make recommendations on the constitution and administration of the Fund.

Pursuant to the establishing charter amendment, the City Council approved an ordinance on December 7, 2017. The ordinance provides for the uses of the Fund and the administration of the Fund for the first two fiscal years. The ordinance calls on the Council President, in consultation with the Mayor, to designate an interim fiscal agent to administer the fund for these years. Upon the recommendation of the Task Force, the Council President has selected ABC to administer the Youth Fund.

Pursuant to the agreement, ABC will be tasked with:

1. Giving priority in the first fiscal year to the development of a grant process and the distribution of grant funds.
2. Assembling an advisory committee to recommend the funding priorities for the grant process in fiscal year 2018. If the advisory committee does not recommend funding priorities by April 30, 2018, the City will recommend funding priorities to for fiscal year 2018
3. Creating a grant process (e.g. requests for proposals) to identify grantees to be funded by the Fund based on the priority program areas.
4. Convening a proposal review panel to review grant applications.



5. Providing staff support to the decision-making process.
6. Issuing award letters to successful grantees.
7. Negotiating grant agreements with grantees.
8. Allocating funds to grantees.
9. Receiving quarterly fiscal and program reports from all grantees.
10. Conducting, at a minimum, one site visit at each grantee, and participating when appropriate in programmatic and training sessions.
11. Establishing a permanent intermediary.
12. Supporting capacity-building efforts to strengthen community based and non-profit organizations' capacity to provide services and to administer and manage programs.
13. Supporting capacity-building efforts to strengthen the ability of grantees to successfully and sustainably offer services to Baltimore's youth.
14. Enforcing the terms of the grant agreements including but not limited to evaluating compliance with the grant agreements and determining the continuation or termination of funding for each grantee.
15. Following work plan requirements that are acceptable to the parties and subcontractor(s) of Associated Black Charities.

The term of this MOU shall be two (2) years from the date of Board approval.

**APPROVED BY BOARD OF ESTIMATES**

JAN 31 2018

Date

*Bernice N. Taylor*

Clerk

Michael Huber/Lester Davis 410-396-4804



**INTERIM FISCAL AGENT AGREEMENT BY AND BETWEEN  
THE MAYOR AND CITY COUNCIL OF BALTIMORE  
AND  
ASSOCIATED BLACK CHARITIES, INC.**

**JAN 31 2018**

**THIS INTERIM FISCAL AGENT AGREEMENT** (“Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through the Office of the City Council President Bernard C. “Jack” Young and the Office of the Mayor Catherine E. Pugh (the “**CITY**”) and **ASSOCIATED BLACK CHARITIES, INC.**, a nonprofit incorporated in the State of Maryland (the “**FISCAL AGENT**”).

**WHEREAS**, at Article I, §13 of the Baltimore City Charter (the “Article I”), the **CITY** created a continuing, nonlapsing Baltimore City Children and Youth Fund, to be used exclusively for purposes of establishing new and augmenting existing programs for services to the children and youth of the City (the “Fund”). See **Exhibit A**;

**WHEREAS** according to Article I, §13 of the Baltimore City Charter, the **CITY** was to provide for the oversight, governance, and administration of the Fund by a subsequent ordinance;

**WHEREAS**, the **CITY** has passed a subsequent ordinance entitled “Children and Youth Fund – Interim Governance and Administration” at Article 5, Subtitle 9 of the Baltimore City Code (the “Subtitle 9”) which provides for the uses of the Fund, an interim fiscal agent, and for the Director of Finance to adopt rules and regulations to carry out Subtitle 9. See **Exhibit B**;

**WHEREAS** according to Subtitle 9, the President of the City Council, in consultation with the Mayor, have designated the **FISCAL AGENT** as the interim fiscal agent for the Fund;

**WHEREAS**, the **FISCAL AGENT** is to follow the requirements of Article I and Subtitle 9, including providing grants to program and service providers (the “grantees”) from the Fund and establishing a permanent intermediary for the Fund;

**WHEREAS**, the parties hereto wish to enter into this Agreement to memorialize their obligations related to the Fund, according to the terms and conditions stated herein.

**NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT**, for and in consideration of the promises, mutual covenants, obligations and the benefits and undertakings herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

**A. PURPOSE AND ORDER OF PRECEDENCE**

The purpose of this Agreement is to provide the FISCAL AGENT with funding that will enable it to provide grants to grantees and to establish a permanent intermediary for the Fund. The FISCAL AGENT agrees to use the funds only for the activities set forth and described in Article I, Subtitle 9, and this Agreement. The order of precedence ( if there is a conflict in the terms of Article I, Subtitle 9 and this Agreement) is Article I, Subtitle 9, and then this Agreement.

**B. TIME OF PERFORMANCE**

The term of this Agreement shall be for a period beginning on the date of approval of the Board of Estimates and ending upon the date of expiration of Subtitle 9, unless terminated earlier pursuant to the terms of this Agreement.

**C. SCOPE OF SERVICES**

In accordance with the requirements of Article I and Subtitle 9, the FISCAL AGENT shall administer and monitor grants to grantees, which shall include, but is not limited to, the following:

1. Giving priority in the first fiscal year to the development of a grant process and the distribution of grant funds.
2. Assembling an advisory committee to recommend to the FISCAL AGENT the funding priorities for the grant process in fiscal year 2018 (the advisory committee should include youth and may have members whom eventually will be part of the first "Assembly" as defined in **Exhibit C**). If the advisory committee does not recommend funding priorities to the FISCAL AGENT by April 30, 2018, the CITY will recommend funding priorities to the FISCAL AGENT for fiscal year 2018. The FISCAL AGENT shall provide a copy of the Children and Youth Fund Task Force Report attached as **Exhibit C** to the advisory committee for their consideration.
3. Creating a grant process (e.g. requests for proposals) to identify grantees to be funded by the Fund based on the priority program areas.
4. Convening a proposal review panel to review grant applications.

5. Providing staff support to the decision-making process.
6. Issuing award letters to successful grantees.
7. Negotiating grant agreements with grantees.
8. Allocating funds to grantees.
9. Receiving quarterly fiscal and program reports from all grantees.
10. Conducting, at a minimum, one site visit at each grantee, and participating when appropriate in programmatic and training sessions.
11. Establishing a permanent intermediary.
12. Supporting capacity-building efforts to strengthen community based and non profit organizations' capacity to provide services and to administer and manage programs.
13. Supporting capacity-building efforts to strengthen the ability of grantees to successfully and sustainably offers services to Baltimore's youth.
14. Enforcing the terms of the grant agreements including but not limited to evaluating compliance with the grant agreements and determining the continuation or termination of funding for each grantee.
15. Following work plan requirements that are acceptable to the parties and subcontractor(s) of the FISCAL AGENT.

**D. DISBURSEMENT OF FUNDS**

1. Contingent on appropriations and the requirements of Article I and Subtitle 9, the CITY shall pay the FISCAL AGENT from the Fund each fiscal year during the term of this Agreement (each a "Disbursement"). During fiscal year 2018, the CITY shall pay the FISCAL AGENT an amount not to exceed **Twelve Million Dollars (\$12,000,000)** (the "FY 2018 Disbursement"), consisting of One Million, Two Hundred Thousand Dollars (\$1,200,000) to the FISCAL AGENT ("Administrative Disbursement") and Ten Million, Eight Hundred Thousand Dollars (\$10,800,000) through the FISCAL AGENT to the grantees ("Grantee Disbursement"). Contingent on appropriations and the approval of the Board of Estimates, the CITY shall pay the FISCAL AGENT a Disbursement each subsequent fiscal year during which Subtitle 9 and this Agreement are in effect (e.g. "FY 2019 Disbursement"). Any expenses/costs incurred by the FISCAL AGENT in excess of these Disbursements shall be the sole responsibility of the FISCAL AGENT.

2. The CITY, through the Director of Finance, shall adopt rules and regulations

related to a Disbursement, including but not limited to: (a) a schedule for dispersing the Fund each fiscal year, and (2) procedures for transferring money from the Fund to the FISCAL AGENT. The FISCAL AGENT agrees to follow these rules and regulations.

3. The FISCAL AGENT may allocate up to 10% of a Disbursement to administrative costs and the costs of establishing a permanent intermediary (i.e. the Administrative Disbursement"). The FISCAL AGENT may include the costs of contracting with subcontractors to assist with these efforts.

4. The FISCAL AGENT must allocate the remainder of the Disbursement to grantees (i.e. the "Grantee Disbursement") according to the terms of Article I, Subtitle 9, and this Agreement, with an emphasis on programs or services operating in, or meant to assist young people from, the communities in Baltimore City most impacted by high poverty.

5. The FISCAL AGENT shall be responsible for the provision of the day-to-day fiscal administration, contracting, and monitoring of any grantee's expenditures to ensure the reasonableness of reimbursements requested by a grantee and to be in compliance with any conditions or requirements related to the funding received under this Agreement.

6. The FISCAL AGENT agrees that all expenditures are to be in accordance with the terms of this Agreement. The FISCAL AGENT further agrees to comply with the requirements contained in any applicable City statutes, rules and regulations applicable to the Fund as are revised from time to time.

#### **E. REPORTS**

The FISCAL AGENT shall submit reports as requested by the CITY, including but not limited to: (a) the status of the grant processes, (b) the results from the funding of grantees, including lessons learned and successes from grantees, (c) the monthly progress toward establishing the permanent intermediary, and (d) the monthly progress on incorporating youth leadership into the permanent intermediary. These reports shall be in accordance with the format, content, and frequency required by the CITY, Article I, and Subtitle 9.

#### **F. INDEMNIFICATION**

The FISCAL AGENT shall indemnify and hold harmless the Mayor and City Council of Baltimore, its elected/appointed officials, departments, employees, agents, servants, and



volunteers from any and all claims, demands, suits, and actions, including reasonable attorneys' fees connected therewith, brought against the CITY, its elected/appointed officials, departments, employees, agents, servants, and volunteers arising solely as a result of any direct, willful, or negligent act or omission of the FISCAL AGENT, its grantees or its subcontractors pursuant to the performance of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement; provided that the FISCAL AGENT's obligation will not exceed the amount received from the CITY as payment under this Agreement.

#### **G. INSURANCE**

The FISCAL AGENT shall procure and maintain during the life of this Agreement the following insurance coverages:

1. Professional Liability, Errors, and Omissions Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per occurrence in the event that service delivered pursuant to this Agreement, either directly or indirectly, involves professional services.

2. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. With those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is required. Such insurance shall include contractual liability insurance.

3. Worker's Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

4. Blanket Crime Insurance of not less than One Million Dollars (\$1,000,000), including employee theft and forgery or alteration, to insure the CITY against any and all loss of funds provided hereunder to misuse, mismanagement, and/or theft of funds by the FISCAL AGENT, its officers, employees, agents or assigns.

5. The CITY, its elected/appointed officials, employees, departments, and agents shall be covered, by endorsement, as additional insureds with respect to liability arising solely out of activities performed by or on behalf of the FISCAL AGENT in connection with this Agreement.

6. The FISCAL AGENT's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

7. Insurance is to be placed within insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII and must be licensed/approved to do business in the State of Maryland.

8. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the CITY. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.

9. Failure to obtain insurance coverage as required shall constitute an immediate breach of this Agreement.

10. The FISCAL AGENT shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by a subcontractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein unless the City's Office of Risk Management provides an exception. The FISCAL AGENT shall have no responsibility to pay the insurance premiums on behalf of any subcontractor and may terminate any agreements with a subcontractor who fails to obtain and maintain such insurance.

#### **H. MODIFICATIONS AND AMENDMENTS**

Any and all modifications to this Agreement shall be made by addendum setting forth the modifications/amendments signed by the parties and approved by the City's Board of Estimates.

#### **I. TERMINATION**

Unless otherwise expressly provided for herein, this Agreement shall terminate as the earlier of: (a) the date of expiration of Subtitle 9, or (b) the removal of the FISCAL AGENT according to Subtitle 9.

#### **J. ASSIGNMENT**

The FISCAL AGENT shall not assign this Agreement, except in writing and with the prior written approval of the CITY and the Board of Estimates of Baltimore City. Upon removal of the FISCAL AGENT according to the Subtitle 9, the FISCAL AGENT agrees to assign its obligations to another interim fiscal agent selected by the President of the City Council, in

consultation with the Mayor. This Agreement shall be incorporated by reference into any assignment; any assignee shall comply with all of the provisions of this Agreement; and unless expressly provided herein, such approval shall in no manner or event be deemed to impose any obligation upon the CITY in addition to the total agreed-upon funding for services of the FISCAL AGENT.

**K. SUBCONTRACTING**

Other than specific subcontractors identified in this Agreement including Frontline Solutions and UPD Consulting, the FISCAL AGENT shall not enter into any subcontract for any of the services contemplated under this Agreement, except in writing and with the prior written approval of the CITY.

Such approval may include the review and acceptance by the CITY of the proposed subcontractual arrangement between the FISCAL AGENT and the subcontractor. Any subcontractor of the FISCAL AGENT shall comply with all applicable provisions of this Agreement.

**L. COMPLIANCE WITH LAWS**

The FISCAL AGENT, its subcontractors, and grantees shall comply with all federal, state and local laws and ordinances pertaining to or regulating the provision of the services, including those now in effect and hereafter adopted. Any violation of such laws and ordinances shall constitute a material breach of this Agreement and shall entitle the CITY to terminate this Agreement immediately upon delivery of written notice of termination to the FISCAL AGENT.

**M. CRIMINAL BACKGROUND CHECKS**

As applicable pursuant to Md. Code Ann. Family Law Article, §5-560 et seq., FISCAL AGENT, its subcontractors, and its grantees shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, FISCAL AGENT, its subcontractors, and its grantees shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual. All costs of the criminal history records check shall be borne by FISCAL AGENT, its subcontractors or its grantees. To further capacity

building, the FISCAL AGENT may allow a grantee to use grant funding to pay for the costs of its criminal history records checks.

If any of the services of the FISCAL AGENT, its subcontractors, and its grantees under this Agreement occur on the grounds of a public or nonpublic school, then the FISCAL AGENT, its subcontractors and its grantees shall comply with the Md. Code Ann. Criminal Procedure Article, § 11-722 that states that a person who enters a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender.

#### **N. NON-DISCRIMINATION**

1. The FISCAL AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, handicap or national origin.

2. The FISCAL AGENT shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. The FISCAL AGENT shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. The FISCAL AGENT understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

3. Upon the CITY's request, and only after the filing of a complaint against the FISCAL AGENT pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, the FISCAL AGENT agrees to provide the CITY, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the FISCAL AGENT has used in the past 4 years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by the FISCAL AGENT for

each subcontract or supply contract. The FISCAL AGENT agrees to fully cooperate in any investigation conducted by the CITY pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. The FISCAL AGENT understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

**O. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprises), as amended, are incorporated herein by reference. The failure of the FISCAL AGENT, its subcontractors, or its grantees to comply with this Subtitle shall constitute a material breach of this Agreement.

**P. RETENTION OF RECORDS**

The FISCAL AGENT, its subcontractors, and its grantees shall maintain such records and accounts which support the services provided in this Agreement, for a period of three (3) years from termination of this Agreement, except where unresolved audit questions require retention for a longer period as determined by the CITY. These records shall be available during regular business hours, for audit purposes and inspection, to the CITY or any authorized representative of the CITY. If the FISCAL AGENT, its subcontractors, or its grantees should cease to exist, custody of all records related to this Agreement will be transferred to the CITY.

**Q. AUDITS**

At any time during regular business hours and as often as the CITY may deem necessary, there shall be made available to the CITY or its designated representative for examination the FISCAL AGENT's records with respect to matters covered by this Agreement. In order for the CITY to perform a complete audit of the records of the FISCAL AGENT's subcontractors and grantees in these matters, the FISCAL AGENT shall maintain copies of the records or use its best efforts to have its subcontractors and grantees maintain such records. The FISCAL AGENT, its subcontractors, and its grantees shall permit the CITY or its designated representative to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

The FISCAL AGENT shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by CITY or its designated representative and are material and adverse in nature to the CITY as to create an audit disallowance. The FISCAL AGENT will be billed by the CITY for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the CITY also may offset any current or subsequent monies due the FISCAL AGENT from the CITY. The FISCAL AGENT may deduct the costs of preparing for and participating in the audit and any disallowance from the offending subcontractor's or grantee's payments and awards and utilize such funds to reimburse FISCAL AGENT.

**R. UNFAIR LABOR PRACTICES**

Notwithstanding any other provisions in this Agreement, the FISCAL AGENT shall comply with the terms of the Board of Estimates of Baltimore City Resolution dated June 29, 1994 (if applicable), which states as follows:

1. Contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.

2. Contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.

3. If the Board of Estimates of Baltimore City determines that a contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts.

**S. MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT**

The FISCAL AGENT agrees to work and cooperate with the Baltimore City Office of Employment Development as a resource for hiring employees who reside in Baltimore City.

**T. EMPLOYEE STATUS**

Without written consent of the CITY, the FISCAL AGENT shall not engage, on a full or part-time basis during the term of this Agreement, any professional or technical personnel who

are or who have been at any time during the period of this Agreement in the employ of the CITY, except regularly retired employees.

**U. CONFLICTS OF INTEREST**

No member, official, representative, or employee of the CITY shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative or employee participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested.

By executing this Agreement, FISCAL AGENT asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. FISCAL AGENT agrees to refrain from entering into all such practices or agreements during the term of this Agreement (and any extensions thereto), including any agreements and/or practices that could give rise to even the appearance of a conflict of interest.

The FISCAL AGENT asserts that it has fully disclosed to the CITY any and all practices and/or agreements of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of this Agreement and will continue to do so during the term of this Agreement and any extensions thereto.

**V. LEGAL STATUS OF PARTIES**

The parties acknowledge that at all times and for all purposes hereunder the parties are independent entities and no employer-employee relationship exists between the parties. Further, nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture.

**W. ACKNOWLEDGEMENT OF FUNDING**

FISCAL AGENT agrees to use its best efforts to publicly recognize and publicize the amount of the CITY's grant in remarks delivered at public events, in all formal written materials such as newsletters and reports intended for widespread or public distribution, and in all website and other electronic communications that have a public affairs purpose and that relate to any

program or other activity funded by the Fund. In the event that FISCAL AGENT wishes to issue a news release related to any program or activity funded by the Fund, to the extent possible, the text of the release should be submitted to the CITY for review and approval not less than three (3) business days prior to the release date. In the event the City does not respond, the Fiscal Agent may proceed with the release as if it were approved.

FISCAL AGENT agrees to communicate in writing to each grantee the specific amount of the grant award funded from the Fund. Additionally, FISCAL AGENT agrees to establish a written grant agreement with a grantee that incorporates applicable provisions of this Agreement, including the requirement that a grantee recognize and publicize the CITY funding in the same manner as is required of FISCAL AGENT, as stated above.

**X. CONFIDENTIALITY**

FISCAL AGENT and the CITY represent that any confidential information (as identified by the CITY or the FISCAL AGENT in writing) received from the FISCAL AGENT or from the CITY (which by definition shall include the Mayor's Office, the City Council and its members, and all other agents of Baltimore City) in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization other than the CITY and FISCAL AGENT employees, FISCAL AGENT board members, and the CITY and FISCAL AGENT paid consultants without prior verbal or written approval of CITY and the FISCAL AGENT respectively. FISCAL AGENT agrees to comply and cooperate with requests for information pursuant to the Maryland Public Information Act, Md. Ann. Code GP, § 4-101, et seq.

Except as permitted in this Agreement, the CITY and FISCAL AGENT shall keep confidential all deliberations between the FISCAL AGENT and CITY regarding, but not limited to, scope of services, budget, and other items related to the development, implementation, and evaluation of services under this Agreement and future proposals. The CITY and FISCAL AGENT must obtain the prior verbal or written consent of the other party prior to publishing and/or making public any statement, record, report, data or information resulting from the services provided hereunder which divulges confidential information. Prior consent by the CITY or the FISCAL AGENT is not required for information, or any portion thereof, which was within the public domain at the time of its disclosure or is required to be produced in response to



subpoena, court order or other legal proceeding, or by law, or which does not contain confidential information and the CITY or FISCAL AGENT provides notice to the other party of such request before releasing the information.

CITY reserves the right to reproduce and distribute at its own expense any report, information, data, or materials prepared or assembled by FISCAL AGENT pursuant to this Agreement or any portion thereof. CITY shall acknowledge the FISCAL AGENT and its involvement in any such reproduction or distribution. Nothing in this clause is intended to hinder, prevent or interfere with the FISCAL AGENT's ability to obtain additional funds for this or any other grant related to the Fund. In the event there is a breach of this clause, both parties agree to jointly confer and cooperate to contain any release of confidential information and any financial impact thereof to the CITY or the FISCAL AGENT. The provisions of this paragraph shall survive the termination of this Agreement.

**Y. LOCAL HIRING LAW.**

1. Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. Unless the Mayor's Office of Employment Development ("MOED") grants an exception, at least fifty-one percent (51%) of the new jobs required to complete this Agreement must be filled by Baltimore City residents.

2. Within two (2) weeks of the Board's award or approval of this Agreement, the FISCAL AGENT shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for this Agreement. The FISCAL AGENT shall not receive any payments under this Agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: [www.oedworks.com](http://www.oedworks.com).

3. Should the FISCAL AGENT's workforce plan indicate a need to fill new jobs solely related to this Agreement, the FISCAL AGENT shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the FISCAL AGENT shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete this Agreement with Baltimore City residents.

4. The FISCAL AGENT shall submit an Employment Report to MOED by the fifth (5<sup>th</sup>) day of each month throughout the duration of this Agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

See the Local Hiring Law and its rules/regulations attached hereto as **Exhibit D**.

## **Z. MISCELLANEOUS PROVISIONS**

1. **Invalidity of Particular Provisions.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

2. **Third Party Beneficiary.** Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary, except as may be otherwise specifically provided for herein.

3. **Multiple Copies.** This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

4. **Notice.** Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, or by commercial messenger to:

**If to the CITY:**

Lester Davis, Deputy Chief of Staff  
Office of the City Council President  
100 N. Holliday Street, Suite 400  
Baltimore, Maryland 21202

**If to the FISCAL AGENT:**

Diane Bell McKoy, CEO & President  
Associated Catholic Charities, Inc.  
1114 Cathedral Street  
Baltimore, Maryland 21201

With a copy to:

Karen Stokes, Director of Government Relations  
Office of the Mayor  
100 N. Holliday Street  
Baltimore, MD 21202

For any approval/consent required of the CITY in this Agreement (including its exhibits), the FISCAL AGENT shall provide both of the above representatives of the Office of the City Council President and Office of the Mayor with written notice of the issue(s) and receive both of their approvals/consents before taking any action. In the event the CITY does not respond within three (3) business days, the FISCAL AGENT may proceed as if consent or approval were

provided by the CITY. The FISCAL AGENT shall also provide both Offices with any reports or other notifications required in this Agreement.

5. Governance. This Agreement shall be construed by and governed under the laws of the State of Maryland and subject to the jurisdiction of its courts. Any litigation between the parties relating to this Agreement shall be filed in a court of competent jurisdiction in Baltimore City.

6. Gender. Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural, and vice versa.

7. Interpretation. In the event of any question regarding the meaning of any of the provisions of this Agreement, the interpretation placed thereon by the CITY shall be final and binding on the parties hereto, provided that any such interpretation shall not be unreasonable.

8. Headings. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.

9. Recitals. The recitals are hereby incorporated as part of this Agreement.

10. No Waiver. The waiver of any term of this Agreement, or the failure of the CITY to insist on strict compliance or prompt performance of any terms of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by the CITY to enforce all terms strictly in the event of a subsequent default.

11. Legal Authority. The signatory for the FISCAL AGENT below certifies and warrants that the FISCAL AGENT's name in this Agreement is the full legal name as designated in its corporate charter, that he/she is empowered to act and contract for the FISCAL AGENT, and that this Agreement has been approved by the governing body of the FISCAL AGENT.

12. Entire Agreement. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereby evidence their Agreement to the above terms and conditions by having caused this Agreement to be executed and delivered the day and year first above written.

ATTEST:

MAYOR AND CITY COUNCIL OF BALTIMORE

*[Signature]*  
Alternate Custodian of the City Seal

By: *[Signature]*  
Bernard C. "Jack" Young, President  
Baltimore City Council

*[Signature]*  
Alternate Witness

By: *[Signature]*  
Catherine E. Pugh, Mayor

WITNESS:

ASSOCIATED BLACK CHARITIES, INC.

*[Signature]*

By: *[Signature]* (Seal)  
Diane Bell McKoy  
President & CEO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS  
24<sup>th</sup> DAY OF January, 2018

APPROVED BY THE BOARD OF ESTIMATES

*[Signature]*  
Chief Solicitor

*[Signature]*  
Clerk Date

JAN 31 2018

AGREEMENT BY AND BETWEEN THE MAYOR AND CITY COUNCIL OF BALTIMORE AND THE ASSOCIATED BLACK CHARITIES, INC.

**EXHIBIT A**

(See attached copy of Article I, §13 of the Baltimore City Charter.)

- (2) do not revert to the general revenues of the City; and
- (3) their appropriations do not lapse.  
(Res. 11-032, ratified Nov. 9, 2011.)

**§ 13. Children and Youth Fund.****(a) Fund established; Scope.**

- (1) There is a continuing, nonlapsing Baltimore City Children and Youth Fund, to be used exclusively for purposes of establishing new and augmenting existing programs for and services to the children and youth of this City.
- (2) These programs and services must be from among those designed to:
  - (i) ensure that Baltimore's children and youth are healthy, are ready to learn and succeed in school, and live in stable, safe, and supportive families and communities;
  - (ii) ensure that Baltimore City supports families as an important part of the City population and civic culture;
  - (iii) focus on the prevention of problems and on supporting and enhancing the strengths of children, youth, and their families;
  - (iv) complement the City's community development efforts;
  - (v) strengthen community-based networks of recreation and after-school services in all neighborhoods; and
  - (vi) ensure that children and youth with the highest needs receive maximum benefit from the Fund.
- (3) The Fund shall be administered in accordance with the following standards:
  - (i) programs and services shall be provided and funds allocated based on best practices and successful and innovative models;
  - (ii) to the maximum extent feasible, funds shall be allocated equitably among services for all age groups – from infancy to transitional-aged youth;
  - (iii) programs and services shall be gender-responsive and culturally competent; and
  - (iv) programs and services shall be designed to strengthen collaboration among service providers for children, youth, and their families, including collaboration among public agencies and non-profit organizations.

(b) *Limitations on use.*

The Children and Youth Fund may not be used to substitute for or replace funding for children and youth programs or services provided in the Ordinance of Estimates for Fiscal Year 2017, except to the extent that federal, state, or private agency funds for those programs or services have since been discontinued.

(c) *Revenue sources.*

The Children and Youth Fund shall comprise:

- (1) a mandatory annual appropriation in the Ordinance of Estimates of an amount equal to at least \$0.03 on every \$100 of assessed or assessable value of all property in the City of Baltimore (except property exempt by law); and
- (2) grants and donations made to the Fund.

(d) *Continuing nature of Fund.*

Notwithstanding any other provision of this Charter, unspent portions of the Children and Youth Fund:

- (1) remain in the Fund, to be used exclusively for its specified purposes;
- (2) do not revert to the general revenues of the City; and
- (3) their appropriations do not lapse.

(e) *Implementation.*

By Ordinance, the Mayor and City Council shall provide for the oversight, governance, and administration of the Children and Youth Fund, including:

- (1) methods and criteria for identifying specific program and services eligible for funding by the Fund;
- (2) methods and criteria for allocating available funds among eligible programs and services; and
- (3) the establishment of any other legislative or administrative rules, regulations, or standards, consistent with this section, governing the Fund, its operations, and programs and services funded by it.

*(Res. 16-026, ratified Nov. 8, 2016.)*

**EXHIBIT B**

(See attached copy of Article 5, Subtitle 9 of the Baltimore City Code.)



**CITY OF BALTIMORE**  
**ORDINANCE \_\_\_\_\_**  
**Council Bill 17-0163**

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Introduced by: President Young, Councilmembers Clarke, Costello, Dorsey, Henry, Middleton,  
Bullock, Pinkett, Burnett, Cohen, Stokes, Sneed, Scott, Schleifer

Introduced and read first time: November 13, 2017

Assigned to: Education and Youth Committee

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Committee Report: Favorable

Council action: Adopted

Read second time: December 4, 2017

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**AN ORDINANCE CONCERNING**

**Children and Youth Fund – Interim Governance and Administration**

FOR the purpose of establishing a temporary administrative structure for the Children and Youth Fund established by City Charter Article I, § 13; establishing methods and criteria for identifying specific programs and services eligible for funding by the Fund; establishing methods and criteria for allocating available funds among eligible programs and services; providing for the expiration of the temporary law on July 1, 2019; allowing for a 1 year extension under certain circumstances; setting a special effective date; and generally relating to the administration of the Children and Youth Fund established by City Charter Article I, § 13.

BY adding

Article 5 - Finance, Property, and Procurement  
Section(s) 9-1 to 9- 6 to be under the new subtitle designation,  
“Subtitle 9. Children and Youth Fund”  
Baltimore City Code  
(Edition 2000)

**SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That the Laws of Baltimore City read as follows:

**Baltimore City Code**

**Article 1. Finance, Property, and Procurement**

**SUBTITLE 9. CHILDREN AND YOUTH FUND**

**§ 9-1. FUND DEFINED.**

IN THIS SUBTITLE “FUND” MEANS THE CHILDREN AND YOUTH FUND ESTABLISHED BY CITY CHARTER ARTICLE I, § 13 {“CHILDREN AND YOUTH FUND”}.

EXPLANATION: CAPITALS indicate matter added to existing law.  
[Brackets] indicate matter deleted from existing law.  
Underlining indicates matter added to the bill by amendment.  
~~Strike-out~~ indicates matter stricken from the bill by amendment or deleted from existing law by amendment.

**Council Bill 17-0163**

1    **§ 9-2. USES OF FUND.**

2        (A) *IN GENERAL.*

3            THE FUND MAY BE USED ONLY FOR THE PURPOSES GENERALLY DESCRIBED IN CITY  
4            CHARTER ARTICLE I, § 13(A).

5        (B) *INCLUSIONS.*

6            ALLOWED USES FOR THE FUND INCLUDE:

- 7                    (1) DIRECT GRANTS TO PROGRAM AND SERVICE PROVIDERS;
- 8                    (2) ADMINISTRATIVE COSTS TO OPERATE THE FUND; AND
- 9                    (3) CAPACITY-BUILDING EFFORTS TO STRENGTHEN FUND ADMINISTRATION OR THE  
10                    ABILITY OF PROVIDERS TO SUCCESSFULLY AND SUSTAINABLY OFFER SERVICES TO  
11                    BALTIMORE'S YOUTH.

12    **§ 9-3. {RESERVED}**

13    **§ 9-4. INTERIM FISCAL AGENT.**

14        (A) *DESIGNATION.*

15            THE PRESIDENT OF THE CITY COUNCIL, IN CONSULTATION WITH THE MAYOR, MAY  
16            DESIGNATE AN INTERIM FISCAL AGENT FOR THE FUND.

17        (B) *GENERAL POWERS AND DUTIES.*

18            THE INTERIM FISCAL AGENT MUST:

- 19                    (1) IDENTIFY SPECIFIC PROGRAMS AND SERVICES TO BE FUNDED BY THE FUND;
- 20                    (2) ALLOCATE THE AVAILABLE FUNDS AMONG THE PROGRAMS AND SERVICES  
21                    IDENTIFIED FOR FUNDING; AND
- 22                    (3) ESTABLISH A PERMANENT INTERMEDIARY, WITH A FOCUS ON YOUTH LEADERSHIP  
23                    AND GOVERNANCE, CAPABLE OF DISPERSING THE MONEY APPROPRIATED TO THE  
24                    FUND TO SPECIFIC YOUTH-FOCUSED PROGRAMS AND SERVICES.

25        (C) *IDENTIFYING PROGRAMS AND SERVICES FOR FUNDING.*

26            (1) AS IT IDENTIFIES SPECIFIC PROGRAMS AND SERVICES TO BE FUNDED BY THE FUND, THE  
27            INTERIM FISCAL AGENT MUST SELECT PROGRAMS AND SERVICES THAT:

- 28                    (I) ARE ACTIVE IN BALTIMORE CITY;
- 29                    (II) ARE CREDIBLE WITH AND ACCOUNTABLE TO YOUTH AND THE LOCAL  
30                    COMMUNITIES THEY ARE PROPOSING TO SERVE;

**Council Bill 17-0163**

1 (III) HAVE AN ELEMENT OF YOUTH-CENTERED PROGRAMMING; AND

2 (IV) CAN DEMONSTRATE HOW THEY ARE DESIGNED TO IMPROVE OUTCOMES FOR  
3 YOUNG PEOPLE.

4 (2) THE INTERIM FISCAL AGENT MAY ALSO USE ANY ADDITIONAL FACTORS LISTED IN CITY  
5 CHARTER ARTICLE I, § 13(A) TO IDENTIFY SPECIFIC PROGRAMS AND SERVICES TO BE  
6 FUNDED BY THE FUND SO LONG AS THE ADDITIONAL FACTORS ARE MADE PUBLICALLY  
7 AVAILABLE TO APPLICANTS FOR FUNDING AT THE TIME THAT APPLICATIONS ARE  
8 REQUESTED.

9 (D) *ALLOCATION OF FUNDS.*

10 (1) THE INTERIM FISCAL AGENT MAY ALLOCATE UP TO 10% OF THE FUND'S BALANCE TO  
11 BE USED FOR:

12 (I) ADMINISTRATIVE COSTS; AND

13 (II) THE COSTS OF ESTABLISHING A PERMANENT INTERMEDIARY AS REQUIRED BY  
14 SUBSECTION (B)(3) OF THIS SECTION.

15 (2) THE INTERIM FISCAL AGENT MUST ALLOCATE THE REMAINDER OF THE FUND'S  
16 BALANCE AMONG THE PROGRAMS AND SERVICES IDENTIFIED UNDER SUBSECTION (C)  
17 OF THIS SECTION WITH AN EMPHASIS ON PROGRAMS OR SERVICES OPERATING IN, OR  
18 MEANT TO ASSIST YOUNG PEOPLE FROM, THE COMMUNITIES IN BALTIMORE CITY MOST  
19 IMPACTED BY HIGH POVERTY.

20 (E) *PERMANENT INTERMEDIARY PROGRESS REPORTS.*

21 THE INTERIM FISCAL AGENT MUST REPORT TO THE CITY COUNCIL EACH MONTH ON ITS  
22 PROGRESS TOWARD ESTABLISHING THE PERMANENT INTERMEDIARY REQUIRED BY  
23 SUBSECTION (B)(3) OF THIS SECTION.

24 (F) *REMOVAL.*

25 THE PRESIDENT OF THE CITY COUNCIL MAY REMOVE THE INTERIM FISCAL AGENT AND  
26 APPOINT A NEW INTERIM FISCAL AGENT IF, AFTER CONDUCTING A PUBLIC HEARING AND  
27 HEARING TESTIMONIAL EVIDENCE, THE PRESIDENT FINDS THAT THE INTERIM FISCAL  
28 AGENT IS NOT ADEQUATELY PERFORMING THE DUTIES REQUIRED BY THIS SECTION.

29 **§ 9-5. RULES AND REGULATIONS.**

30 (A) *FINANCE TO ADOPT.*

31 THE DIRECTOR OF FINANCE MUST ADOPT RULES AND REGULATIONS TO CARRY OUT THIS  
32 SUBTITLE INCLUDING:

33 (I) A SCHEDULE FOR DISPERSING THE FUND EACH YEAR; AND

**Council Bill 17-0163**

1 (II) PROCEDURES FOR TRANSFERRING MONEY FROM THE FUND TO EITHER THE INTERIM  
2 FISCAL AGENT OR DIRECTLY TO SERVICE AND PROGRAM PROVIDERS DESIGNATED  
3 BY THE INTERIM FISCAL AGENT.

4 (B) *FILING.*

5 A COPY OF ALL RULES AND REGULATIONS ADOPTED UNDER THIS SUBTITLE MUST BE FILED  
6 WITH THE DEPARTMENT OF LEGISLATIVE REFERENCE BEFORE THEY BECOME EFFECTIVE.

7 § 9-6. AUTOMATIC TERMINATION.

8 THIS SUBTITLE AUTOMATICALLY EXPIRES ON JULY 1, 2019, UNLESS THE CITY COUNCIL,  
9 AFTER CONDUCTING A PUBLIC HEARING AND HEARING TESTIMONIAL EVIDENCE, FINDS THAT  
10 THE PERMANENT INTERMEDIARY REQUIRED BY § 9-4(B)(3) OF THIS SUBTITLE IS NOT YET  
11 PREPARED TO ADMINISTER THE FUND, IN WHICH CASE THIS SUBTITLE MAY BE EXTENDED FOR 1  
12 ADDITIONAL YEAR.

13 SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance  
14 are not law and may not be considered to have been enacted as a part of this or any prior  
15 Ordinance.

16 SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is  
17 enacted.

Certified as duly passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
President, Baltimore City Council

Certified as duly delivered to Her Honor, the Mayor,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Chief Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Mayor, Baltimore City

**EXHIBIT C**

(See attached Children and Youth Fund Task Force Report.)

# The Children and Youth Fund

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# History of the Youth Fund

- Launched in 2015 by City Council President Bernard “Jack” C. Young
- Ballot Question E approved by voters November 2016 with more than 80 percent support
- \$12 Million set aside annually from property tax revenue specifically to aid Baltimore’s Youth



# Children and Youth Fund Task Force

- The Task Force began its work February 21, 2017
- The group met regularly between February and mid-May
- The Task Force was established by Council President Young to make recommendations on the Fund's governance, and was facilitated by the Council President's Office.
- The Task Force includes community leaders, youth program services providers, and City government representatives.
- Co-Chaired by Adam Jackson, Chief Executive Officer of Leaders of a Beautiful Struggle, and Dr. John Brothers, President of the Program for Charitable Giving at the T. Rowe Price Foundation





# A Unique Process

- High involvement from community members
  - Hundreds of attendees participated in more than half-a-dozen meetings held throughout Baltimore.
- Autonomy for Task Force to make recommendations to Council
- Work culminated in mid-May with a set of recommendations to the City Council on how the Children and Youth Fund should operate



# Youth Fund Task Force Values

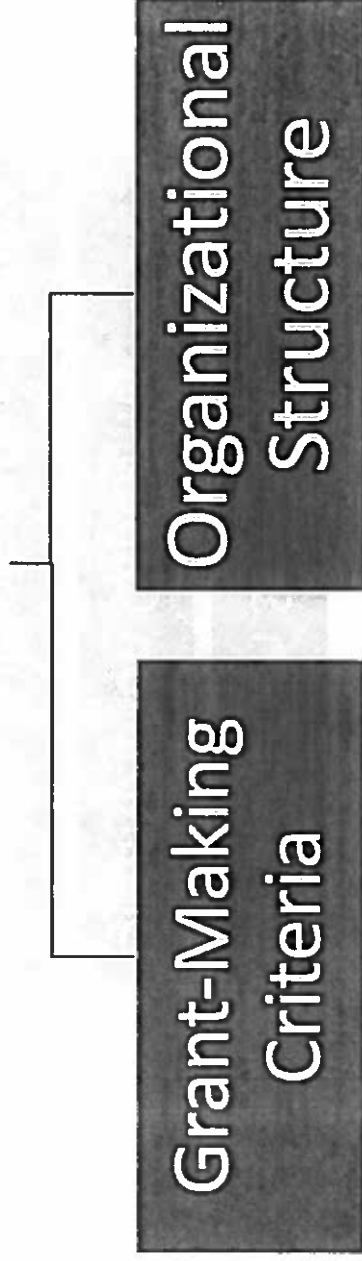
The Youth Fund Task Force developed a set of values that would guide the Task Force during the process. Those values are as follows:

1. Our work is informed, driven and led by youth voices, and
2. Our work both advances equity and is welcoming and supporting of all races, classes and gender identities, and
3. Our work is accountable and has impact to local communities, neighborhoods and places where young people connect, and
4. Our work is not politically-driven and promotes confidence from the caring networks of Baltimore's Young people, and
5. Our work inspires new partnerships and new approaches to philanthropy to advance Baltimore's young people, and
6. Our work is focused, expedient, and conducted with urgency.



# Recommendations to the City Council

Recommendations to the City Council are split into two sections:



# Grant-Making Criteria

Organization Structure

Organization Capability

Program & Project Questions

Budget

Context



# Grant-Making Criteria

*Criteria Based on Task Force and Community Feedback  
Voted and Approved by the Task Force in April 2017*

## Organization Structure:

- The organization does not need to be a 501 (c)3 but if it is not, will need a fiscal agent who is a 501 (c)3 and has agreed to serve as the financial fiduciary for the organization
- The organization does not need to be an organization that only provides youth-focused services
- The organizations do not have to be a local organization but efforts that show a history and focus locally are significantly preferred. If national organizations are to be considered, they must have an accountability mechanism to local residents to receive funding. Local organizations would be heavily preferred
- It does not matter if the organization has a history of funding from the City of Baltimore. If the organization has or is receiving funding from the City, the amount or percentage should have no bearing on whether they receive assistance from the Youth Fund. If the organization has been negatively cited by the City for mismanagement of a previous City contract, this should have bearing on whether they receive assistance from the Youth Fund

# Grant-Making Criteria

*Criteria Based on Task Force and Community Feedback  
Voted and Approved by the Task Force in April 2017*

## Organization Structure, Continued:

- Both the Task Force and community discussions have stated that organizations that have governance, leadership and project and/or program staff that reflect the neighborhoods and communities in which the services are provided are preferred over organizations with structures that do not
- A staff structure with paid staff does not have any preferred position to an organization that has an all-volunteer staff. Both Task Force and community members cited the importance of project and/or program impact over the make-up and structure of the organization. Additionally, both organizations with staff and non-staff structures would be eligible to receive the capacity building supports provided by the Youth Fund

# Grant-Making Criteria

*Criteria Based on Task Force and Community Feedback*

*Voted and Approved by the Task Force in April 2017*

## Organization Capability:

- The organization can have one project and /or program or a number of projects and/or programs that focus on serving young people
- The organization can have a project and/or program focus on a single youth area or age or a multitude of areas and ages
- The organization can serve an area as small as one block, a census tract or any neighborhood or community that they can outline
- The organization, or its fiscal agent, does not need to have fund or income diversity and should have enough financial strength to successfully implement the programs that they have outlined in their proposal

# Grant-Making Criteria

*Criteria Based on Task Force and Community Feedback*

*Voted and Approved by the Task Force in April 2017*

## Organization Capability, Continued:

- The organization does not have to be solely youth-focused in their programming or have a history in serving young people although approaches to serving and having impact on behalf of young people would be more beneficial, especially young people living in Baltimore's disenfranchised neighborhoods and communities
- It should be noted that experience and history of serving young people can come in a number of forms, including program leaders history of living amongst and working with the young people in their defined neighborhoods and communities being as or more valuable as an organization's history in serving young people as a whole
- Funding from the Youth Fund can be general operating support and for specific project and/or program-related efforts



# Grant-Making Criteria

*Criteria Based on Task Force and Community Feedback  
Voted and Approved by the Task Force in April 2017*

## Program & Project Questions:

- The organization will need to have a plan for how it will improve outcomes for the youth they plan on working with. They will not need to know exactly the population or young people that will be using or benefitting from their services
- The organization will need to have a plan on how they will execute services to the betterment of the young people they aim to serve and knowing exact program impacts they aim to achieve can be helpful, but not a requirement for receiving Youth Fund funding
- As part of the organization's application, organizations will need to be able to identify a plan, which should include specific projects and/or programs that will be used to implement the plan
- The organization will need to identify the neighborhoods and neighborhoods and communities that they will serve young people but do not need to know the exact locations of where the services will be delivered at the time of their application

# Grant-Making Criteria

*Criteria Based on Task Force and Community Feedback  
Voted and Approved by the Task Force in April 2017*

## Program & Project Questions, Continued:

- As part of the organization's application, organizations will need to be able to identify a plan, which should include specific programs that will be used to implement the plan but will not at the time of application need to know the exact impact or difference the programs will make
- They should identify the impact or difference their efforts hope to make in the neighborhoods and communities they serve, especially in Baltimore's disenfranchised neighborhoods and communities. As part of the Youth Fund efforts, capacity building and technical assistance will be provided to assist organizations in areas, including areas outlined in this section like program evaluation and development
- The Youth Fund can be used for once-off, pilot or seed project and/or programs that can test a new idea that may be able to be brought to scale at a later date. Additionally, the Youth Fund will be able to make multi-year funding engagements based on the organizations project and/or programed plan for serving and obtaining impact for young people in the neighborhoods and communities it aims to serve, especially in Baltimore's disenfranchised neighborhoods and communities

# Grant-Making Criteria

*Criteria Based on Task Force and Community Feedback  
Voted and Approved by the Task Force in April 2017*

Budget:

- As part of the organization's plan for improving the lives of young people in the neighborhoods and communities it aims to serve, especially in Baltimore's disenfranchised neighborhoods and communities, the organization should have as part of that plan an understanding of where the proposed funding will be spent. There is not a specific limit to how much the Youth Fund should be of the total project and/or program or organizational budget
- While having this information might be an important part of the organization's plan and program or project and/or program sustainability is important, it should not be a requirement of obtaining Youth Fund dollars
- If the project and/or program is not a once-off, pilot or seed project and/or program, then program or project sustainability is an important criterion for the Youth Fund in considering whether a program or project should receive Youth Fund dollars
- To this end, both Task Force and the community discussions have highlighted capacity building as an important aspect of the Youth Fund dollars and focus. The Youth Fund should dedicate a meaningful and significant part of its outlay to building the capacity of community and neighborhood-based efforts, especially in Baltimore's disenfranchised neighborhoods and communities

# Grant-Making Criteria

*Criteria Based on Task Force and Community Feedback  
Voted and Approved by the Task Force in April 2017*

## Budget, Continued:

- The Youth Fund can assist early-stage organizations and programs or does NOT need to have a history and budget position to be considered for the Youth Fund
- For consideration for the Youth Fund, the organization applying will need to have a plan outlined on how it will obtain impact for young people in the neighborhoods and communities it aims to serve, especially in Baltimore's disenfranchised neighborhoods and communities. This plan can include a realistic timetable, plan and overall budget

# Grant-Making Criteria

*Criteria Based on Task Force and Community Feedback  
Voted and Approved by the Task Force in April 2017*

Context:

- While both Task Force and community members cited the importance of partnership and collaboration in helping to achieve impact young people in the neighborhoods and communities, especially in Baltimore's disenfranchised neighborhoods and communities, for applying to the Youth Fund, multiple organizations, projects and/or programs that serve the exact same geographic area are still eligible for Youth Fund consideration
- While showing a specific need relating to young people in a specific community could be an important part of the organization's plan, it should not be a requirement of obtaining Youth Fund dollars. Community members cited that qualitative data is as important as quantitative data in both showing need and potential impacts to be reached for young people in neighborhoods and communities, especially in Baltimore's disenfranchised neighborhoods and communities

# Organizational Structure

## *Key Considerations*

- The Youth Fund Task Force has decided that an intermediary is the best structure to administer the future Youth Fund.
- The future intermediary must have three qualities: 1) Experience working in disenfranchised communities in Baltimore, 2) Experience in racial equity, and 3) Experience with building the capacity of organizations serving disenfranchised communities in Baltimore.
- The Youth Fund Task Force is aiming to find a Intermediary selection that serves three capacities:  
1) Lead a process to establish an independent organization with an independent governing body that will oversee the Youth Fund over the long term, 2) Establish the structure for the long-term Youth Fund by summer of 2018, and 3) If this timeline is not met, the intermediary would serve in other capacities as to ensure that grantmaking begins during the summer of 2018

# Organizational Structure

## *Associated Black Charities & Other Potential Options*

- The Youth Fund Task Force recommends that the Associated Black Charities (ABC) be named as short-term Intermediary. Of the intermediaries in Baltimore, ABC is the only one who fulfills the three qualities named by the Task Force.
- The primary responsibility of ABC will be establish an independent organization with an independent governing body that will oversee the Youth Fund over the long term. The goal is to establish this structure by summer of 2018.
- If ABC is not able to establish the structure for the long-term Youth Fund by summer of 2018, the intermediary would serve in the other capacities as to ensure that grantmaking and other intermediary activities begin during the summer of 2018.
- If ABC is not willing to serve in the above capacities, a sub-committee of the current Task Force will select a new Intermediary or Intermediaries to serve in the above capacities.

# Organizational Structure

## *Intermediary Functions*

If ABC or other Intermediary is unable to establish the long-term governing structure by summer of 2018, the Intermediary's staff and governing body would have to agree to continue to establish the long-term structure while also focusing the following short-term obligations:

- Fiscal management and fiduciary-responsibility/compliance
- Implementing a city-wide capacity-building program to serve community-based organizations in disenfranchised communities,
- Conducting a community-needs assessment to help the Youth Fund governing structure determine grant-making areas,
- Produce an annual report on the activities and impact of the Youth Fund,
- Potentially manage and execute a participatory-budgeting process and other external communication efforts to show the impact and efforts of the Youth Fund grantees.

The selected intermediary would not be involved in the grant selection process.



# Organizational Structure

## *Intermediary Supports*

The Intermediary may need supports and assistance to help them perform their duties and meet their obligations. The Intermediary can use Youth Fund dollars to:

- Hire external efforts to help provide counsel on establishing an independent organization, like the Forum for Youth Investment or another consultant or support organization.
- If an independent organization is not established by summer of 2018, the Intermediary may sub-contract with other entities to serve the additional Intermediary functions outlined earlier like capacity building, needs assessment and grant making.

# Organizational Structure

## *Task Force Sub-Committee: RFP*

If ABC is not able to serve as an Intermediary, a sub-committee of the Task Force will work on drafting an RFP and selecting a new intermediary, including helping to determine the transparency and community accountability requirements for the future intermediary within the RFP. In addition, this sub-committee will work on selecting the members and leadership of the first Assembly, which will be the grant-making body that is independent of but is supported by the intermediary.

# Organizational Structure

## *Grant Making Under Intermediary*

If the Intermediary does not set up the long-term governing structure by summer of 2018, the Intermediary would be responsible for the grantmaking process to ensure that Youth Fund dollars get into the community as soon as possible. To this end, the Intermediary would need to establish an “Assembly” to serve as the selection body for the funding. An “Assembly” would be selected through a public process led by the Task Force sub-committee. The following characteristics have been highlighted as important by the Task Force for the future “Assembly”:

- Clear representation of members representing the neediest communities in the city
- Must include youth members – no less than 40% of the Assembly should consist of members less than 30 years old, with majority of these being less than 24 years old. Composition of youth members should be mix of both in-school and out-of-school youth. Youth should be considered for leadership positions
- “Assembly” members should include individuals representing the diversity of Baltimore including geographic diversity and include members from the LGBT communities, members from the faith and community-based organizations, which can include organizations working on-behalf of the homeless, mental health, education, workforce development, recreation, juvenile delinquency, re-entry, immigrant youth, mentorship and anti-violence efforts.

# Organizational Structure

## *Additional Assembly Functions*

Assembly and its members will serve in the additional areas:

- Will be the ongoing evaluator of the intermediary and will make on-going decisions on the evaluation and potential re-selection of the intermediary organization
- Members should be grounded in racial equity, have experience and a moral compass that is based in equality and has prioritized needs of disenfranchised communities
- Assembly leadership roles should be chosen through a selection process led by the Task Force sub-committee

**Note:** The Task Force did not finalize decisions on committee structure, meeting processes, charters and/or by-laws. For the short-term, this will be decided by the Assembly, in consultation with the intermediary, and potentially parts or all of this structure will be adopted by the eventual independent organization who will ultimately decide on these areas.

**EXHIBIT D**

(See attached Local Hiring Law and Regulations.)

**SUBTITLE 27  
LOCAL HIRING**

**EDITOR'S NOTE:** This subsection was added by Ordinance 13-142, effective December 22, 2013. Pursuant to City Charter Art. IV, § 5(c), Bill 12-159 became law on June 25, 2013, as Ord. 13-102, without the Mayor's signature.

**§ 27-1. Definitions.****(a) *In general.***

In this subtitle, the following terms have the meanings indicated.

**(b) *Beneficiary.***

"Beneficiary" means any person who:

- (1) has a contract with the City for more than \$300,000; or
- (2) will benefit from more than \$5,000,000 in assistance for a City-subsidized project.

**(c) *City-subsidized project.***

"City-subsidized project" means any project for which the City or any of its agents or contractors provides funds, resources, or financial assistance, including:

- (1) the sale or transfer of land substantially below its appraised value;
- (2) payment in lieu of taxes;
- (3) tax increment financing;
- (4) grants or loans that equal or exceed 15% of total projected project costs; or
- (5) installation or repair of physical infrastructure directly related to the project and with value equal to or exceeding 5% of total projected project costs.

**(d) *MOED.***

"MOED" means the Mayor's Office of Employment Development.

**(e) *Person.***

"Person" means:

- (1) an individual;
- (2) a partnership, firm, association, corporation, or other entity of any kind; or

- (3) a receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind.

(Ord. 13-142.)

**§ 27-2. Scope of subtitle.**

- (a) *City contracts over \$300,000.*

This subtitle applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person.

- (b) *City-subsidized projects receiving assistance over \$5,000,000.*

This subtitle applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project.

(Ord. 13-142.)

**§ 27-3. {Reserved}**

**§ 27-4. Employment analysis.**

Before the disbursement of any City funds, the beneficiary must perform an employment analysis with MOED to determine how many jobs will be required to complete the contract or project and how many of those jobs will require new hiring.

(Ord. 13-142.)

**§ 27-5. Initial hiring to be through MOED.**

All new jobs needed for the contract or project must be posted through MOED for a period of 7 days before being publically advertised.

(Ord. 13-142.)

**§ 27-6. New employees to be Baltimore City residents.**

- (a) *In general.*

At least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.

- (b) *Exceptions.*

MOED may waive or lower the requirement of subsection (a) of this section if it finds that:

- (1) a good faith effort to comply has been made by the beneficiary;
- (2) the beneficiary is located outside the Baltimore Standard Metropolitan Statistical Area and none of the contract work is performed inside the Baltimore Standard Metropolitan Statistical Area;

- (3) the beneficiary has entered into a satisfactory special workforce development training or placement arrangement with MOED; or
- (4) there are insufficient numbers of Baltimore City residents in the labor market who possess the skills required by the new jobs needed to be filled for the contract or project.

*(Ord. 13-142.)*

**§ 27-7. Rules and regulations.**

**(a) MOED to adopt.**

MOED may adopt rules and regulations to carry out this subtitle or to clarify any terms or phrases in this subtitle.

**(b) Filing.**

A copy of all rules and regulations adopted under this subtitle must be filed with the Department of Legislative Reference before they become effective.

*(Ord. 13-142.)*

**§ 27-8. Required reports.**

In each month of the contract or project the beneficiary must submit a report to MOED, on the form designated by MOED, that includes the following:

- (1) the number of employees needed for the contract or project;
- (2) the number of current employees transferred;
- (3) the number of new job openings created;
- (4) the number of job openings listed with MOED;
- (5) the total number of Baltimore City residents hired for the reporting period and the cumulative total number of Baltimore City residents hired;
- (6) total number of all employees hired for the reporting period and the cumulative total of employees hired; and
- (7) for each new hire during the reporting period, the new hire's:
  - (1) name;
  - (2) social security number;
  - (3) job title;
  - (4) hire date;



(5) residence; and

(6) referral source.

(Ord. 13-142.)

§ 27-9. {Reserved}

§ 27-10. Penalties.

(a) *Debarment for 1 year.*

If the Board of Estimates, on recommendation from MOED, and after notice and hearing, determines that any beneficiary has violated the provisions of this subtitle and that the failure was intentional, no contract may be awarded to that beneficiary, or to any firm, corporation, or partnership in which that beneficiary has an interest, until 1 year has elapsed from the date of the determination.

(b) *Criminal penalties.*

An intentional violation of any provision of this subtitle is a misdemeanor, and, on conviction, is subject to a fine of not more than \$500 for each offense.

(Ord. 13-142.)

## **LOCAL HIRING LAW**

### **Rules and Regulations**

1. The Local Hiring Law (Council Bill 12-0159) (the "Law") is applicable to all City contracts that are greater than \$ 300,000.00, or agreements authorizing assistance that are within the terms of §27-2 of the Law executed by the City on or after the Law's effective date, December 23, 2013. The Law requires compliance by vendors/contractors and their subcontractors regardless of the subcontractor award amount and by all persons benefitting from an agreement involving more than \$ 5,000,000.00 in assistance for a City subsidized project.
2. The Law only applies to the original term of contract awards greater than \$ 300,000.00. Extra Work Orders and contract modifications do not affect the applicability of the Law. Whether a City subsidized project is subject to the Law shall be finally determined when an agreement authorizing assistance valued at more than \$5,000,000.00 is executed by the City.
3. All City bids, RFP's and requests for bid packages and final contracts must include reference to the requirements of the Law. All bid documents and contracts subject to the Law will include a section referencing the requirements of the Law. The bidder's signature will verify a commitment to abide by the Law.
4. Upon contract award or approval of an agreement for subsidy covered by the Law, the contracting city agencies or agencies entering into an agreement for the City subsidized project must immediately complete the Mayor's Office of Employment Development (MOED) Vendor Contact form, providing contact information for each vendor/contract awarded and each beneficiary of a qualifying City subsidized project. MOED will contact the vendor or beneficiary upon receipt of the completed form from the city agency.
5. Within two weeks of the contract award or agreement for a City subsidized project covered by the Law, the awardee must work with a representative of the Mayor's Office of Employment Development (MOED) to complete an Employment Analysis that will project the total workforce and the "new hires" in the Baltimore area needed to fulfill the contract/agreement. That Analysis shall include all information reasonably required by MOED showing at a minimum general locations (Baltimore area or not) of all workforce positions required to complete the contract/agreement.
6. A Local Hiring Review Committee ("LHRC") will be established. The LHRC will be comprised of representatives/designees from the following:
  - Office of the City Council President
  - Office of the Deputy Chief of Economic Development and Neighborhoods
  - Mayor's Office of Employment Development
  - Office of the Director of Finance
  - Baltimore City's Procurement Office

- Baltimore Development Corporation
- Baltimore City Law Department
- Community Resident to be appointed by the President of the City Council

The LHRC will appoint a chair and meet no less than quarterly and as frequently as needed. Its primary role will be to review the monthly Employment Reports and to make recommendations to MOED regarding the approval or denial of any waiver requests made. The LHRC will also recommend to the Board of Estimates potential penalties and debarment for persons and others subject to the Law that has not complied with the Law. MOED will coordinate the materials to be presented to the LHRC and provide it with administrative staff support.

7. Vendors and others subject to the Law must submit Monthly Employment Reports by the fifth business day of the month for the preceding month beginning no later than 90 days after the Board of Estimates has awarded the contract or approved the agreement. City agency directors will be notified of persons or others subject to the Law that do not submit reports by the due date; continued delinquent persons or others subject to the Law will be reported to the LHRC.

8. Vendors and others subject to the Law that have binding collective bargaining agreements with unions will be granted a waiver from only utilizing MOED recruitment services, since they are bound by union regulations to utilize union halls. However, the persons or others subject to the Law must still meet the 51% residency requirement on new hires and must submit the monthly Employment Reports as required by the Law.

9. If MOED cannot fill a job posting provided by a vendor or others subject to the Law within the seven day period, the person or others subject to the Law must still meet the 51% residency requirement on new hires. This requirement will only be waived if : 1) the person or others subject to the Law requests a waiver in writing and can provide documentation that they made good faith efforts in the form of job posting and other recruitment methods and that there were insufficient qualified applicants to fill the available new positions or ; 2) the bidder is able to confirm in the bid process that the contract will be only for services that will be performed or for products that will be manufactured outside the Baltimore Metropolitan Area and as such, no new positions will be called for in Baltimore area.

10. The Law is not applicable to a contract or an agreement that is made by the City, or on its behalf with any person in the event of an emergency pursuant to Article VI, § 11 (e)(ii) of the Baltimore City Charter.

11. Definitions:

a. *Good Faith Effort* is defined as a set of activities conducted by the contractor/vendor or other person which demonstrate multiple types of outreach efforts have been made to City residents including, but not limited to: ads in local papers, paid local job boards, information to local educational and workforce organizations, as well as an objective review and rating of resumes of city residents.

(§ 27-6 (B) (1))

b. *Substantially below appraised value* is the sale or transfer of land applicable to property that has been approved and sold for an amount below 30% of the appraised value. (§ 27-1 (C) (1))

c. *"Satisfactory Special Workforce Development Training or Placement Arrangement"* is defined as a written agreement with MOED or a recognized workforce partner for a customized training or On-The-Job-Training opportunity leading to unsubsidized employment. (§27-6(B) (3))

**Interim Governance and Administration of Children and Youth Fund  
Rules and Regulations  
Issued by the Department of Finance  
Effective January 24, 2018**

**A. Schedule for Fund Disbursement**

Contingent on appropriations and the requirements of Article I and Subtitle 9, the City shall pay (each a "Disbursement") the Interim Fiscal Agent ("Fiscal Agent") from the Children and Youth Fund ("Fund") each fiscal year during the term of the Interim Fiscal Agent Agreement ("Agreement"). Any expenses/costs incurred by the Fiscal Agent in excess of these Disbursements shall be the sole responsibility of the Fiscal Agent. The Fiscal Agent may allocate up to 10% of a Disbursement to administrative costs and the costs of establishing a permanent intermediary (i.e. the Administrative Disbursement"). The Fiscal Agent may include the costs of contracting with subcontractors to assist with these efforts. The Fiscal Agent must allocate the remainder of the Disbursement to grantees (i.e. the "Grantee Disbursement") according to the terms of Article I, Subtitle 9, and the Agreement, with an emphasis on programs or services operating in, or meant to assist young people from, the communities in Baltimore City most impacted by high poverty. The Fiscal Agent shall be responsible for the provision of the day-to-day fiscal administration, contracting, and monitoring of any grantee's expenditures to ensure the reasonableness of reimbursements requested by a grantee and to be in compliance with any conditions or requirements related to the funding received under the Agreement.

Upon the Board of Estimate's approval of the Interim Fiscal Agent Agreement and the Fiscal Agent's provision quarterly to the Department of Finance of an approved invoice with a list of subcontractors and grantees receiving funds from the Fund, the Department of Finance shall make payments of the Fund to Fiscal Agent each quarter of a fiscal year. The Fiscal Agent may also request a disbursement of the unspent Fiscal 2018 appropriation to the Fund and grants and donations that have been made into the Fund above the City's appropriation via an approved invoice sent to the Director of Finance. Each list included with an approved invoice shall show the \$ amount, the start date and end date of the services, and a description of how the funds will be used by each subcontractor and grantee that has a written agreement with the Fiscal Agent.

**B. Procedures for Transfer of Funds**

The Department of Finance will transfer money from the Fund by electronic payment to the Fiscal Agent each fiscal quarter. The Fiscal Agent will be responsible for dispersing funds directly to approved subcontractors and grantees.

The Fiscal Agent shall only disperse funds to subcontractors and grantees that it has a written agreement with that complies with these rules and regulations. Such agreement shall include:

1. provisions for insurance as required by the Agreement unless the City's Office of Risk Management provides an exception;
2. provisions for the indemnification of the Fiscal Agent and the City; and
3. provisions for the retention of records and audits as described in the Agreement and below.

***Retention of Records***

The Fiscal Agent, its subcontractors, and its grantees shall maintain such records and accounts which support the services provided in this Agreement, for a period of three (3) years from termination of this Agreement, except where unresolved audit questions require retention for a longer period as



determined by the City. These records shall be available during regular business hours, for audit purposes and inspection, to the City or any authorized representative of the City. If the Fiscal Agent, its subcontractors, or its grantees should cease to exist, custody of all records related to this Agreement will be transferred to the City.

The City Auditor may modify or waive the below retention of record requirements upon approval of a written explanation by the Fiscal Agent, its subcontractors, or its grantees:

1. The Fiscal Agent, its subcontractors, and its grantees shall establish and maintain on a current basis:
  - a. general journal;
  - b. general ledger;
  - c. cash disbursement journal;
  - d. payroll register;
  - e. time and attendance records;
  - f. cumulative leave records;
  - g. maintains accounts receivable, accounts payable and equipment ledgers;
  - h. monthly reconciliation of bank accounts;
  - i. monthly reconciliation of petty cash accounts; and
  - j. monthly trial balance.
2. The Fiscal Agent, its subcontractors, and its grantees shall follow these practices:
  - a. all checks shall be supported by official documentation;
  - b. all checks shall require at least two signatures;
  - c. all contract expenditures for service shall be supported by approved documentation; and
  - d. individual personnel file folders shall be maintained and shall contain all individual personnel actions.

#### *Audit*

If the Fiscal Agent, its subcontractors, or its grantees expend \$750,000 or more in the Fund in the City's fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on the fiscal year in compliance with the requirements of the City Auditor. If the Fiscal Agent, its subcontractors, or its grantees receive less than \$750,000 in the Fund in the City's fiscal year, it shall engage at its own expense an independent auditor to perform a financial statement audit based on the fiscal year in compliance with the City Auditor. The Fiscal Agent, its subcontractors, or its grantees shall submit an original bound audit report and all management letters in hardcopy and pdf versions to the City Auditor within the nine (9) months after the end of the City's fiscal year. The City Auditor may modify or waive these audit requirements upon approval of a written explanation by the Fiscal Agent, its subcontractors, or its grantees.

At any time during regular business hours and as often as the City may deem necessary, there shall be made available to the City or its designated representative for examination the Fiscal Agent's records with respect to matters covered by this Agreement. In order for the City to perform a complete audit of the records of the Fiscal Agent's subcontractors and grantees in these matters, the Fiscal Agent shall maintain copies of the records or use its best efforts to have its subcontractors and grantees maintain such records. The Fiscal Agent, its subcontractors, and its grantees shall permit the City or its designated representative to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.





The Fiscal Agent shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by City or its designated representative and are material and adverse in nature to the City as to create an audit disallowance. The Fiscal Agent will be billed by the City for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the City also may offset any current or subsequent monies due the Fiscal Agent from the City. The Fiscal Agent may deduct the costs of the audit and any disallowance from the offending subcontractor's or grantee's payments and awards.

Adopted:

\_\_\_\_\_  
Henry Raymond, Director  
Department of Finance

Date: \_\_\_\_\_

Filed:

\_\_\_\_\_  
Avery Aisenstark, Director  
Department of Legislative Reference

Date: \_\_\_\_\_

