



Committee: Directly to Council
Committee Review: N/A
Staff: Carlos Camacho, Legislative Analyst
Purpose: Final action – vote expected
Keywords: #Section G Amendment; #Lead for America

AGENDA ITEM #4G
April 6, 2021
Action

SUBJECT

Introduction/Action of Resolution to Amend the FY21 Operating Budget for the Montgomery County Government, Resolution 19-472, Section G, Designation of Entities for Non-Competitive Contract Award Status: National Lead for America, Inc.

EXPECTED ATTENDEES

None

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- Introduction/Action.
- An amendment to a resolution can be introduced and acted upon in the same Council session and does not require the Council to waive its rules of procedure.

DESCRIPTION/ISSUE

Resolution 19-472, Section G authorizes non-competitive contract awards. The Chief Administrative Officer (CAO) is recommending an amendment to allow the Office of the County Executive to increase the value of an existing contract with National Lead for America, Inc. (LFA) by \$8,508 and to expand the purpose to allow the County to work with more than one LFA Fellow.

SUMMARY OF KEY DISCUSSION POINTS

- The amended resolution would modify the award made to LFA by adjusting the purpose to allow for one or more LFA Fellow(s) to work with the County in the future as other offices have shown interest in potentially working with a Fellow.
- The amended resolution would also increase the award amount from \$51,492 to \$60,000, or by \$8,508. This increased award amount reflects annual cost increases associated with the fellowship program, however, the County will only pay funds that are actually encumbered through the fellowship. If the contract is ever excluded from the County's list of non-competitive awards, the County would no longer be bound by the contract.
- The funds made available for the FY21 award only cover the costs of one Fellow for one year (the entire fellowship term is for two years). If the County were to engage more than one Fellow in the future, the award amount would have to be subsequently modified.

Attached:

Resolution to amend Resolution 19-472, Section G	©1-2
CAO memo	©3-4
Contract for LFA Fellowship Services	©5-10
Sample Fellowship Scope	©11-12
Fee Schedule	©13

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Resolution No.: _____
Introduced: _____
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

SUBJECT: Amendment to Fiscal Year 2021 Operating Budget
Resolution 19-472, Section G, Fiscal Year 2021 Designation of Entities for
Non-Competitive Contract Award Status: National Lead for America, Inc.

Background

1. Section 11B-14 (a) (4) of the Montgomery County Code states that “a contract may be awarded without competition if the Chief Administrative Officer makes a written determination that the contract award serves a public purpose and proposed contractor has been identified in a grant or appropriation resolution approved by the Council.” The result of this action is to amend the Fiscal Year (FY) 2021 Designation of Entities for Non-Competitive Contract Award Status resolution to include the agency listed below.
2. The Chief Administrative Officer has determined that funding for the contract with this entity serves a public purpose and that such an expense would be in the public interest.
3. The Office of the County Executive will fund the contracts with the entities listed below from existing appropriations for FY21.
4. The Office of the County Executive will increase the value of the existing contract with the National Lead for America, Inc. by \$8,508, for a total value of \$60,000 due to annual cost increases reflected in the vendor’s terms and will expand the purpose to allow the contract to fund more than one Fellow.

Action

The County Council for Montgomery County, Maryland, approves the following action:

The Council approves an amendment to the Designation of Entities for Non-Competitive Contract Award Status and thereby amends Resolution 19-472, Section G, FY 2021 Designation of Entities for Non-Competitive Contract Award Status. The Chief Administrative Officer has recommended this action and stated that this action serves a public purpose and is in the public interest.

The FY 2021 Designation of Entities for Non-Competitive Contract Award Status resolution is amended to reflect:

The Office of the County Executive will increase the value of the existing contract with National Lead for America, Inc. to a maximum value of \$60,000 and amends the purpose to read, "Provides for a collaborative partnership wherein the County is provided access to one or more Fellow(s) who will work with County leadership to complete innovative projects to benefit both the County and its residents."

This is a correct copy of Council action.

Selena Mendy Singleton, Esq.
Clerk of the Council



OFFICES OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

Richard S. Madaleno
Chief Administrative Officer

MEMORANDUM

March 23, 2021

TO: Tom Hucker, President, County Council

FROM: Richard S. Madaleno, Chief Administrative Officer *RSM*

SUBJECT: Amendment to the Fiscal Year 2021 Operating Budget
Resolution 19-472, Section G, Fiscal Year 2021 Designation of Entities for
Non-Competitive Contract Award Status

The Office of the County Executive (CEX) is requesting to amend the Fiscal Year (FY) 2021 Operating Budget Resolution 19-472, Section G, and the FY21 Designation of Entities for Non-Competitive Contract Award Status to modify the award made to National Lead for America, Inc. by adjusting slightly the purpose to allow for more than one Fellow in the future and by increasing the amount of funding assigned based on the vendor's updated terms. Additionally, it would modify one of the awards and associated funding made to Latino Economic Development Corporation of Washington, D.C. to allow the vendor to administer additional training and technical assistance programs to small businesses. The amendment will be funded from existing appropriations. No additional appropriation is needed for these services.

National Lead for America, Inc. is currently awarded one non-competitive contract for the following purpose and award amount:

Original Purpose	Original Amount
Provides for a collaborative partnership wherein the County is provided access to one Fellow who will work with County leadership to complete innovative projects to benefit both the County and its residents.	\$51,492

The amended FY21 Operating Budget Resolution 19-472, Section G, FY21 Designation of Entities for Non-Competitive Contract Award Status will read as follows:

Amended Purpose	Amended Amount
Provides for a collaborative partnership wherein the County is provided access to one or more Fellow(s) who will work with County leadership to complete innovative projects to benefit both the County and its residents.	\$60,000

Latino Economic Development Corporation of Washington, D.C. is currently awarded a non-competitive contract in the amount of \$333,000 for the purpose of “Provides for training and technical assistance to small businesses and provides for the Wheaton Incubator Without Walls.” The amendment would increase the award to \$343,000.

I have determined that these actions serve a public purpose and are in the public interest. Therefore, I recommend that the Council amend the Miscellaneous Provision in Section G of Resolution 19-472 for the FY 2021 Designation of Entities for Non-Competitive Contract Award.

Attachment: Amendment to Section G, FY 2021 Designation of Entities for Non-Competitive Contract Award Status

c: Fariba Kassiri, Deputy Chief Administrative Officer
Avinash G. Shetty, Director, Office of Procurement
Jennifer Bryant, Director, Office of Management and Budget
Pam Jones, Division Chief, Office of Procurement
David Kunes, Chief of Staff to the Council President

CONTRACT FOR LEAD FOR AMERICA FELLOWSHIP SERVICES

This Contract is made and entered into as of the date of countersignature by and between Montgomery County Maryland, hereinafter referred to as "Host", and National Lead for America, Inc., hereinafter referred to as "LFA."

RECITALS

WHEREAS, LFA is a nonprofit organization that connects recent graduates, local governments, and nonprofits to improve capacity building and leadership development.

WHEREAS, LFA recruits, trains, and places young professionals into two-year volunteer fellowships in high-impact civic leadership roles.

WHEREAS, LFA has developed a fellowship program to introduce recent college graduates to the work of civic leadership, provide them with comprehensive public service leadership and skills training, and connect Fellows to a national network of locally-rooted, systems-oriented young leaders committed to serving their communities; and

WHEREAS, Host is an entity willing and able to participate in the fellowship program by accepting for placement a recent college graduate interested in an immersive leadership development experience.

NOW THEREFORE, the parties agree as follows:

1. TERM

LFA will place two individuals (the "Fellow") enrolled in the Lead for America Fellowship program (the "Program"), with the Host for twenty four months, from August 1st, 2021 to July 31st, 2023 (the "Term"). While August 1st is the recommended start date, the Fellow may begin their fellowship 30 days before or after August 1st based on the needs of the Host and the Fellow. If the Fellow starts on a day that is not August 1st, then the end date will be adjusted to 730 days after the start date.

2. HOST RESPONSIBILITIES

During the Term, the Host shall provide the Fellow with an immersive developmental experience designed to promote a possible career in public service. The Fellow will be assigned to assist upper level managers and/or elected officials with projects, and the Host will provide training, guidance and resources necessary to successfully complete the project. For ongoing professional development to drive impact in their placements, the Host shall permit the Fellow to

work on a self-directed community project and attend LFA trainings and retreats as described in Attachment A. The Host shall also permit the Fellow a minimum of vacation days and sick days as described in Attachment A.

3. LFA RESPONSIBILITIES

LFA agrees to place two Fellows with the Host and to provide ongoing support, mentorship, and training to the Fellows. This support includes four weeks of leadership development and public administration training, three weekend Fellow retreats, regular one-on-one support calls from LFA staff, volunteer advising from civic leaders, and additional enrichment opportunities such as conference sponsorships, workshops, and networking events.

4. FEES AND COSTS

A. To partially offset Program costs and placement of the Fellow as outlined in Attachment B, the Host will pay \$208,144 to LFA in support of the Fellowship program. \$104,072 of such amount shall be paid by April 1st, 2021 and the remaining \$104,072 shall be paid by April 1st, 2022. The Host shall not be responsible for any other costs or expenses incurred by LFA or the Fellow, notwithstanding provisions specified in Financial Considerations in Attachment A.

B. During the Term, LFA shall provide a monthly scholarship to the Fellow in order to assist in covering the living expenses of such Fellow. The Fellow shall not receive any additional funding or compensation in connection with this fellowship. The Fellow will receive scholarships from LFA equal to the livable wage in their host community, which includes the equivalent of (in payment or in-kind support): the annual AmeriCorps VISTA stipend for their county; the cost of housing for their community as calculated based on the MIT Living Wage Calculator; reimbursements for health insurance premium costs if paid out of pocket; and additional financial aid if needed to support basic living costs.

C. Except in cases of emergency, LFA will not increase the Fellow's monthly scholarship. If the Host wishes to provide a larger scholarship to the Fellow at any point during the fellowship, the Host can increase their Host contribution and designate those additional funds to be disbursed directly to the Fellow.

5. ASSUMPTION

Assumption or takeover of any of LFA's duties, responsibilities, or obligations, or performance of same by any entity other than LFA, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Host's express prior written approval.

6. REPLACEMENT OF FELLOW AND TERMINATION

This Contract may be terminated by either party with 30 days' written notice. If the Host chooses to terminate this Contract before a Fellow begins their full-time service with the Host, LFA shall refund the Host any amount already paid, with the exception of \$2,500 that will be used to cover recruitment, selection, and Host partnership expenses associated with the fellowship prior to placement.

If the Fellow begins their full-time service with the Host but is unable to complete the Term with the Host, if both the Host and LFA approve LFA will use commercially reasonable efforts to provide the Host with a replacement Fellow to complete the Term.

Otherwise, the Host may terminate this Contract. If the termination occurs because the Fellow chose to leave the fellowship, then the total cost of the fellowship will be the total cost prorated by the number of days the Fellow completed their placement ($\text{Net Total Cost} * \text{Number of Days Fellow Completed in Placement} / 730$).

If the termination occurs because the host chooses to terminate the fellowship (the Fellow did not choose to leave the fellowship), then the final cost to the Host will be the cost of summer training, recruitment, selection, program support, and host recruitment expenses (\$8,500/year/Fellow) plus the prorated cost of the Fellow scholarships. If the Host terminates the fellowship Contract in the first 365 days of the Fellow serving their placement with the Host, this amounts to: $(\text{Total Cost Year 1} - \$8,500/\text{Fellow}) * ((365 \text{ Days} - \text{Number of Days Fellow Completed in Placement}) / 365)$. If Total Cost Year 1 is less than \$8,500/Fellow, then the final cost will instead equal Total Cost Year 1.

If the Host terminates the fellowship Contract in the second 365 days of the Fellow serving their placement with the Host, this amounts to: $(\text{Total Cost Year 2} - \$17,000/\text{Fellow}) * ((730 \text{ Days} - \text{Number of Days Fellow Completed in Placement}) / 730)$. If Net Total Cost is less than \$17,000/Fellow, then the final cost will instead equal Net Total Cost.

If the Host terminates and has paid more than the final cost as calculated above, then LFA will reimburse the Host. If the Host terminates and has paid less than the final cost as calculated above, then LFA will invoice the Host for the remaining cost, with an invoice due date within 90 days of termination.

In the case of termination, LFA will pay any reimbursement in the form of two installments, one within 90 days of termination, and the second within 180 days of termination.

If a Fellow takes a leave of absence in excess of two weeks but the Host does not wish to terminate the Contract, the same process for reconciling final costs in the case of termination shall be undertaken, and LFA shall either reimburse the Host or send an invoice to the Host as detailed above. If the Fellow returns and all parties consent to continue with the fellowship, LFA and the Host shall sign an addendum to this Contract specifying remaining payments from the

Host to LFA equal to Net Total Cost in Attachment B minus the net payments already paid to LFA as part of this Contract.

The Host is responsible for providing a culture free from ongoing issues with sexual harassment, violence, or other behaviors that create an unsafe environment for LFA Fellows. If the Fellow resigns from the fellowship because they felt repeatedly unsafe in their fellowship environment, then the Host will be responsible for paying the total annual cost of the fellowship (the total Year 1 cost if the resignation occurs in Year 1 and the total cost if the resignation occurs in Year 2) and will not be eligible for refunds from LFA if the following conditions are met:

- 1) The Fellow documented at least one conversation with their Host notifying the Host of the issue;
- 2) LFA staff independently documented at least one conversation with the Fellow regarding the issue, and the content of the documentation aligns in content with the content of the Fellow's documentation of their conversation with the Host; and
- 3) LFA staff documented a conversation with the Host after the Host's conversation with the Fellow to discuss the issue independently, and no significant changes to the environment were made within two weeks of the conversation;
- 4) The Fellow resigns at least two weeks after the conversation between LFA staff and the Host described in Condition #3 for the reason of feeling unsafe in their environment.
- 5) An impartial observer would have strong reason to believe that the Fellow's conditions were unsafe during the period the issue was communicated to the Host.

If this Contract is terminated, in no case will the final cost to the Host be greater than the Net Total Cost committed under this Contract.

7. REDUCTION IN FELLOWSHIP HOURS / WEEK

If a Fellow's hours are reduced due to the preferences of the Fellow, then the Fellow's scholarship will be reduced in proportion to the reduction in hours/week. The final cost of the fellowship will be the initial total cost minus the amount of the initial Fellow scholarship that will no longer be paid (Net Total Cost - (Initial Total Fellow Scholarship - Final Total Fellow Scholarship)).

If the Fellow's hours are reduced due to the preferences of the Host (the Fellow did not choose to reduce their hours), then the final cost to the Host will be the number calculated above minus the cost of summer training, recruitment, selection, program support, and host recruitment expenses (\$8,500/year/Fellow). If the Host reduces the fellowship Contract in the first 365 days of the Fellow serving their placement with the Host, this amounts to: (Total Cost - (Initial Annual Fellow Scholarship - Final Annual Fellow Scholarship)) - \$8,500. If Total Cost Year 1 is less than \$8,500/Fellow, then the final cost will instead equal Total Cost Year 1.

If the Host reduces the fellowship Contract in the second 365 days of the Fellow serving their placement with the Host, this amounts to: (Total Cost - (Initial Annual Fellow Scholarship - Final

Annual Fellow Scholarship)) - \$8,500). If Net Total Cost is less than \$17,000/Fellow, then the final cost will instead equal Net Total Cost.

If the Host reduces the fellowship hours and has paid more than the final cost as calculated above, then LFA will reimburse the Host. If the Host reduces the fellowship hours and has paid less than the final cost as calculated above, then LFA will invoice the Host for the remaining cost, with an invoice due date within 90 days of termination.

LFA will pay any reimbursement in the form of two installments, one within 90 days of the reduction in hours, and the second within 180 days of reduction of hours.

8. NO EMPLOYMENT RELATIONSHIP

At all times relevant to this Contract, the parties, and any affiliates thereof, shall remain contractors independent of one another, and neither party (including representatives and sponsors of that party) shall be deemed an employee, joint venturer, or partner of the other. Neither party has the authority to bind the other, and no employee, agent, sponsor, or other representative of either party shall at any time be deemed to be under the joint control or authority of the other party, or under the joint control of both parties. Neither party shall have the right to control the other party; however, LFA and the Host mutually agree as to the objectives and the scope of the fellowship placement, as set forth in this Contract. LFA and the Fellow shall not be entitled to, and shall not seek any benefits made available to the Host's employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), disability insurance, group term life insurance, workers' compensation, or participation in any retirement plan for the Host's employees. In the event the Fellow is reclassified by any state or federal agency or court as an employee of LFA and/or the Host, LFA shall be responsible for all associated wages, taxes, workers' compensation coverage, and penalties. This provision shall survive the expiration or other termination of this Contract.

9. INDEMNIFICATION

LFA shall indemnify, defend, and hold harmless the Host and its officials, officers, employees, and agents (hereinafter collectively "Public Entities") from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with LFA's acts, errors, and/or omissions under this Contract, to include the acts, errors, and/or omissions of the Fellow. LFA shall not be required to indemnify, defend, and hold harmless the Public Entities from any liabilities that are caused by the sole negligence or willful misconduct of the Host or its officials, officers, employees, or agents.

The Host shall indemnify, defend, and hold harmless LFA and its officials, officers, employees, and agents, to include the Fellow, from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the Host's acts, errors, and/or omissions under this Contract. The Host shall not be required to indemnify, defend, and hold harmless LFA or its officials, officers, employees, or agents from any liabilities that are caused by the sole negligence or willful misconduct of LFA or its officials, officers, employees, or agents.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized officers as of the Effective Date.

Lead for America

Montgomery County, MD

By: _____

By: _____

Name: Reed Shafer-Ray

Name:

Title: Chief Operating Officer

Title:

Date:

Date:

**ATTACHMENT A
FELLOWSHIP SCOPE**

Hosts are invited to use the following Fellowship Scope template. This language can be similar or identical to the language developed during the project scoping process with the Lead For America team. While the “Fellowship Description” section can be fully customized based on host preference, we ask that no language from the “Fellow Support” section is deleted (although more can be added) and no language is removed or added to the “Financial Considerations” section, with the exception of a substitution of proper nouns where text is in all caps. Because the Fellow is not classified as an employee, please refrain from using the words “employee,” “work,” or “supervisor” in the Fellowship Scope.

Fellowship:	OFFICE NAME
Fellow Reports To:	HOST, TITLE
Location of Fellowship:	CITY OR COUNTY, STATE
Fellowship time base:	Full-Time

Fellowship Description (SAMPLE) :

Fellow's Role. Host NAME needs innovative and sustainable solutions to help create a better environment for residents and visitors to live, work and play. Litter and illegal dumping of trash is Ubiquitous and pervasive problem. Using a universal concern about trash as a lever to engage CITY'S residents, the Fellow will spearhead the design and implementation of a city-wide public engagement initiative to promote keeping CITY communities clean. The Fellow will build a national model for cutting down on illegal waste.

Creative and innovative solutions will be required engage millions of people in taking better care Of CITY. This is not about designing a 30 second TV advertisement - it is about connecting people to a problem and working together toward a solution. It's about using technology to generate ideas, communicate solutions and support communities to carry the work forward. It's about finding innovative ways to change a culture in a City and establishing synergies between business, government, residents and visitors.

Building consensus around a plan will require engaging stakeholders at all stages of the process from concept, through design and during implementation. The Fellow will be expected to utilize new and traditional community engagement tools to involve stakeholders in this process. Success will depend on forming a community of donors, community based organizations, business owners, city workers and residents who are all excited about implementing the final game plan.

Designing a successful public engagement initiative in a City as large and diverse as CITY is an extraordinary challenge. The Fellow will be a key catalyst in finding a way to leverage trash to inspire millions to build a better CITY.

Fellow Support:

The Host mentor and their staff will facilitate introductions and meetings with key staff within the office as well as elected officials as appropriate. The Fellow will meet regularly with the Host mentor. To ensure the Fellow has the tools to receive an enriching experience, the Host mentor will provide the Fellow office space and a desk, computer, telephone, voicemail, and email.

Financial and Logistical Considerations:

The Fellow is not an employee of either the Host or Lead for America, and is subject to the terms and conditions specified in this contract. The Host will provide no stipend to the Fellow in addition to the scholarship provided by Lead for America. As part of the fellowship, the Host shall permit the Fellow to spend up to twenty work hours a month (~5 hours per week) to engage in Fellowship activities to further benefit the local community. To ensure the Fellow receives specialized public administration and leadership development training to amplify their impact within their placement, the Host will allow up to 15 days off for the Fellow to attend LFA's Catalyst Institute during the course of the two year fellowship. In addition, in the second year of the fellowship the Host will give the Fellow no more than two days off for Lead for America's mid-year retreat, and no more than two days off for Lead for America's graduation summit.

Beyond the time off required by Lead For America, the Host shall provide a minimum of two weeks vacation time per year for the Fellow and a minimum of one week of sick time per year without disruption to the Host's pay schedule. The Host will not be responsible for compensating the Fellow for any time off. Any time off requested by the Fellow beyond the time listed above must receive explicit approval by both the Host and LFA and may result in reimbursement to the Host totaling the prorated amount of the scholarship accrued during the duration of a Fellow's leave. The Host will reimburse the Fellow for expenses the Fellow incurs to execute duties required by the Host, such as travel expenses, consistent with the policies of the Host. The Host will have no financial obligation for expenses related to duties required by Lead for America, such as travel by the Fellow to Lead for America trainings or events.

**ATTACHMENT B
FEE SCHEDULE**

Item	Annual Cost
<p>LA Scholarship, Direct Training, Education, and Support (Includes Fellow scholarship calibrated to community’s living wage, graduate-level MPA/MPP training, leadership and equity training, and local government certificate programs through organizations like ICMA. In addition, includes full-time staff member dedicated to supporting the Fellow, three retreats for all Fellows during the course of two years, recruitment & selection subsidy, general operations contribution, online community, graduate scholarship opportunities for Fellows, and more)</p>	<p align="center">\$104,072</p>

Total Cost Year 1	<p align="center">\$104,072</p>
Total Cost Year 2	<p align="center">\$104,072</p>
Net Total Cost	<p align="center">\$208,144</p>