

FROM

NAME & TITLE	Kaliope Parthemos, Chief of Staff/Carolyn Blakeney, Chief of Staff
AGENCY NAME & ADDRESS	Office of the Mayor/Office of the City Council President 100 N. Holliday Street
SUBJECT	Sagamore Development Company, LLC

CITY of
BALTIMORE
MEMO



TO The Honorable President and Members of the Board of Estimates

DATE: September 8, 2016

Dear Mr. President and Members:

ACTION REQUEST OF BOARD OF ESTIMATES:

To approve an Amended and Restated Consolidated Memorandum of Understanding (MOU) between the Mayor and City Council of Baltimore and Sagamore Development Company, LLC (Sagamore), relating to a City-wide Benefits Commitment for the New Port Covington Project and for monitoring and compliance.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

N/A

BACKGROUND/EXPLANATION:

Sagamore, either directly or through affiliates, is or will be developing approximately 250 acres of land located on the South Baltimore peninsula, south of I-95, into a transformative, inclusive and world-class mixed-use, waterfront project, that will includes more than 12 million square feet of building development (“New Port Covington”).

As a commitment to inclusion and diversity, Sagamore and the City, with the approval of the City’s Board of Estimates, have previously entered into the following Memoranda of Understanding (the “Existing MOUs”), each dated April 20, 2016:

- New Port Covington Local Hiring Memorandum of Understanding;
- New Port Covington Supplier Diversity Memorandum of Understanding, and
- Memorandum of Understanding Regarding Inclusionary Housing in Port Covington.

At the request of the City, Sagamore has engaged in an outreach program to determine additional City-wide needs, meeting extensively with community stakeholders. As a result, Sagamore and the City have agreed to amend and restate the Existing MOUs to provide for enhanced commitments by Sagamore with respect to the matters addressed in the Existing MOUs, and certain additional commitments by Sagamore.

The term of this MOU shall be thirty (30) years from the issuance of the first tranche of Tax Increment Financing Bonds.

APPROVED BY BOARD OF ESTIMATES

SEP 14 2016

Date

Bernice N. Taylor

Clerk

Colin Tarbert 410-545-6208

Michael Huber 410-396-4699

NEW PORT COVINGTON
AMENDED AND RESTATED CONSOLIDATED MEMORANDUM OF UNDERSTANDING

This AMENDED AND RESTATED CONSOLIDATED MEMORANDUM OF UNDERSTANDING (this “Memorandum” or “MOU”) is made as of SEP 14 2016, 2016, by and between MAYOR AND CITY COUNCIL OF BALTIMORE, a body politic and corporate and a political subdivision of the State of Maryland (the “City”), and SAGAMORE DEVELOPMENT COMPANY, LLC, a Maryland limited liability company (the “Developer”).

RECITALS

A. The Developer, either directly or through affiliates, is or will be developing approximately 250 acres of land located on the South Baltimore peninsula, south of I-95, into a transformative, inclusive and world-class mixed-use, waterfront project, that will include more than 12 million square feet of building development (“New Port Covington”).

B. The development of New Port Covington is estimated to take between 15 and 20 years to complete, depending on economic market conditions, but over that period is projected to result in (a) more than \$5.5 billion in construction expenditures; (b) \$9.4 billion in construction-related economic activity; (c) 54,000 construction and multiplier jobs supported or created; and, (d) \$402 million in combined state and local government revenues.

C. At full development, New Port Covington is expected to generate (a) more than \$5.4 billion in economic activity; (b) more than 25,000 jobs supported or created; and (c) \$250 million in annual state and local government revenues.

D. Development of New Port Covington cannot occur without the creation of the necessary infrastructure, such as streets, roads, sidewalks, water lines, sewerage systems, parks and conduits for communication (collectively, “Project Infrastructure”). The cost of Project Infrastructure is estimated at \$1.4 billion, a portion of which will be funded through the use of tax increment financing (“TIF”) and the issuance of bonds (“TIF Bonds”) that will be funded and supported by the future incremental tax revenues generated by New Port Covington.

E. The Developer is committed to diversity and inclusion, and in furtherance of those goals, Developer and the City, with the approval of the City’s Board of Estimates, have previously entered into the following Memoranda of Understanding (the “Existing MOUs”), each dated April 20, 2016:

- (i) New Port Covington Local Hiring Memorandum of Understanding;
- (ii) New Port Covington Supplier Diversity Memorandum of Understanding, and
- (iii) Memorandum of Understanding Regarding Inclusionary Housing in Port Covington.

F. In addition, Developer made certain additional commitments related to the development of New Port Covington in a letter to the Mayor of the City, dated April 20, 2016 (the “Existing Letter Agreement”) and together with the Existing MOUs, the “Existing Agreements”).

G. In addition to the Existing Agreements, on July 14, 2016, Developer entered into a Community Benefits Agreement and Memorandum of Understanding (the “SB6 CBA”) with community organizations representing six South Baltimore communities surrounding the New Port Covington project (the “SB6 Coalition”), pursuant to which, among other things:

- (i) Developer expects approximately \$39,000,000 in funding over a 20-year period to address priorities within the SB6 communities identified by the SB6 Coalition, as more fully described in the SB6 CBA (the “SB6 Local Commitment”);
- (ii) Developer expects approximately \$10,000,000 in funding over a 20-year period to benefit other communities in the City, as more fully described in the SB6 CBA (the “SB6 City-Wide Commitment”); and
- (iii) Developer has agreed to provide other commitments of human capital and technical assistance, as more fully described in the SB6 CBA.

H. At the request of the City, Developer has engaged in an outreach program to determine additional City-wide needs, meeting extensively with the groups listed on Exhibit B. Those groups have provided valuable input and advice on additional Developer commitments that could have a positive impact on the City.

I. Developer and the City have agreed to amend and restate the Existing Agreements to provide for enhanced commitments by the Developer with respect to the matters addressed in the Existing Agreements, and certain additional commitments by the Developer, all as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenant contained herein, and intending to be bound hereby, the City and Developer hereby agree as follows:

I. New Port Covington Local Hiring Memorandum of Understanding.

A. Existing and Modified Commitments. Under the New Port Covington Local Hiring Memorandum of Understanding dated as of April 20, 2016 (the “**Local Hiring MOU**”), Developer and the City, acting by and through the Mayor’s Office of Employment Development (“**MOED**”), have made certain commitments, elements of which have now been enhanced and improved. Accordingly, Developer and the City have agreed to amend and fully restate the Local Hiring MOU, and therefore the terms of the Local Hiring MOU are replaced with the following:

1. MOED Responsibilities. MOED will strive to ensure that Baltimore City residents have access to and are prepared for all employment opportunities made available through the construction of the Project Infrastructure and all other projects developed by the Developer within the New Port Covington (collectively, the “**Project**”). To maximize the achievement of this goal, MOED will, while this MOU is in effect:

- (a) Utilize the resources of its One Stop Career Center Network and work collaboratively with a broad range of the Baltimore City workforce, faith-based, community-based organizations and other public, private and non-profit agencies to assist in the training and preparation of Baltimore City residents to become qualified for and have access to employment available through the Project. The goal will be to maximize the opportunities for Baltimore City residents to be hired in the jobs created by the Project. (See Capability Statement attached as Schedule A to this MOU).
- (b) Market the Employ Baltimore talent pipeline to all contractors and sub-contractors during the construction phase and for permanent employment opportunities at the Project. This service provides employers with an

efficient, single point of contact to access qualified city residents to fill employment needs (See Employ Baltimore attached as Schedule B to this MOU).

- (c) Work with the Developer (or its Workforce Intermediary, as defined below) to ensure that local hiring activities for the Project are coordinated with MOED to leverage the broad range of manpower and workforce development resources available through MOED.
- (d) Attend and provide presentations at vendor open house events, pre-bid meetings, and outreach events to subcontractors, consultants and on site subcontractor meetings to explain and promote its services (“**MOED Business Services**”) and to collect information on job openings available from these entities.
- (e) Either directly or through the Workforce Intermediary, assist each Project contract awardee in developing a Workforce Plan. The Workforce Plan shall describe the general scope of work under the awardees’ contract, total projected staffing, projected number of new hires, the manpower hours needed, the type of skills and expertise needed for new hires that will be involved in fulfilling the contract and a timeline for commencing the work. (See Workforce Plan Template attached as Schedule C to this MOU).
- (f) Inform the Developer (or the Workforce Intermediary) and the Project contractors and subcontractors of any incentives available to enhance the hiring process, such as tax incentives aligned with hard-to-serve populations and job training offered by local workforce partners.
- (g) Promote the full range of workforce resources and employment related services available through MOED to the Developer, the Workforce Intermediary, and the Project’s contractors and subcontractors.
- (h) Convene a New Port Covington Local Hiring Advisory Committee which will be convened after the approval by the Mayor of the development district ordinance, special taxing district ordinance, and the bond authorizing ordinance in connection with the New Port Covington. It will meet no less than quarterly to assess the progress of the local hiring plan. The primary responsibilities of the Committee shall be to review the Developer’s quarterly progress reports and to make recommendations for achieving the goals set forth in this MOU.

2. Developer Responsibilities. Developer is committed to hiring individuals who reside in Baltimore City. The Developer is required to achieve the target that 30% of all on-site employees, whether hired directly by Developer or by others, will be Baltimore City residents (the "**Local Hiring Mandate**"). The Developer will comply with Article 5, Subtitle 27 of the Baltimore City Code, “Local Hiring” (the “**Local Hiring Law**”), which requires that 51% of all newly hired employees to complete the Project shall be Baltimore City residents. To achieve this goal, the Developer may dedicate a team of experts (the “**Workforce Intermediary**”) to work with developers, contractors, subcontractors, and other businesses to aggregate all available job data, and to coordinate and communicate with MOED and workforce training providers. The primary purpose of the Workforce Intermediary is to serve residents of Baltimore City and to link residents with jobs. To maximize the achievement of the stated employment goals, the Developer (or its Workforce Intermediary on its behalf) will (hereafter the "**Developer Responsibilities**”):

- (a) Comply with the provisions of the Local Hiring Law and Employ Baltimore Executive Order dated December 18, 2013 (the “**Employ Baltimore Executive Order**”).
- (b) Require all Project contractors and subcontractors to comply with the provisions of the Local Hiring Law and Employ Baltimore Executive Order. Requirements of the Local Hiring Law and Employ Baltimore Executive Order shall be included in all contracts with Project contractors and subcontractors. All contract awardees shall schedule a meeting with MOED within two weeks of contract award. The meeting will provide the awardee the opportunity to learn about the full range of workforce resources and employment related services available to them through MOED’s Business Services Division and to acquire assistance in developing its Workforce Plan.
- (c) Submit a Workforce Plan (see Schedule C attached to this MOU) to MOED which reflects the Project’s expected workforce needs and will direct all Project contractors and subcontractors to submit a workforce plan to MOED which reflects the respective Project contractor’s and subcontractor’s expected workforce needs no later than 30 days after contract award or 30 days prior to mobilization, whichever is later, or if impractical, within a reasonable period under the circumstances. The Workforce Plan will describe the general scope of work under the contract awardee’s contract, its total projected staffing, projected total number of work hours for the project, project number of new hires, the total number of work hours for the new hires, the type of skills and expertise needed for new hires that will be involved in fulfilling the contract and a timeline for commencing the work.
- (d) Provide MOED with at least \$80,000 annually for MOED to employ a New Port Covington Local Hiring Coordinator position. The Local Hiring Coordinator shall be exclusively dedicated to the Project and will meet regularly with the Developer to meet the goals of this MOU.
- (e) Use commercially reasonable efforts to post all new jobs needed by the contract awardees to fulfill the jobs through MOED and its One Stop Career Centers and Workforce Partner Network for a period of seven (7) days prior to publicly advertising the openings, which period may be parallel with any period of advertising with the PCWOC (as defined below) if so permitted by applicable law. This will enable MOED to identify and refer qualified City residents to Project contractors and subcontractors as candidates for these job opportunities.
- (f) When there are material revisions to the scope of work or its approach to the work which results in a change in the number of workers required for the Project, the applicable Project contractor and subcontractor shall promptly submit an updated Workforce Plan to MOED.
- (g) Utilize commercially reasonable efforts to hire Baltimore City residents for substantially all open, Project positions for which they are qualified and give commercially reasonable priority to such residents.
- (h) In consultation with MOED, design and produce promotional marketing and informational materials to inform community residents of the Project

employment opportunities. These materials will be distributed at Baltimore area community information sessions, Career Centers, faith-based and community based organizations and educational institutions. The Developer will also work with MOED to jointly host job fairs and hiring halls as planned with MOED.

- (i) Actively promote the benefits of hiring Baltimore City residents with its subcontractors and provide information regarding the Employ Baltimore talent pipeline and other MOED and workforce partner resources and services.
- (j) Utilize MOED as one of the primary points of contact for open positions on the Project.
- (k) Require construction contractor and sub-contractors to provide the MOED and the Developer or the Workforce Intermediary with a Manpower Report in the format attached to this MOU as Schedule D on a monthly basis. The reports shall include the name and address of each employee dedicated to the Project, their job classification and whether they are a new or existing employee, and such other information as may be necessary to demonstrate compliance with this MOU (notwithstanding the form on Schedule D). All Manpower Reports will be compiled by the Developer in an overall local hiring statement, including copies of the individual Manpower Reports and be forwarded on a quarterly basis to MOED and a New Port Covington Local Hiring Advisory Committee for review. The City and Developer agree that no personal information shall be made public through this process, subject to the Maryland Public Information Act.
- (l) Participate in the New Port Covington Local Hiring Advisory Committee meetings convened by MOED.
- (m) Developer agrees to serve on Baltimore's Workforce Investment Board, as appointed by the Mayor. Developer also agrees to report to the Workforce Investment Board and MOED on workforce development-related grants, including the name of the grantee and the amount of the award, projected and actual number of residents to be enrolled in training programs, the number expected to complete training and placed in employment and the expected average wage to be paid at the job placement.

The City acknowledges that achievement of the Local Hiring Mandate will depend on the compliance with contract terms by contractors and subcontractors, and accordingly will recognize the Developer as having complied with the Local Hiring Mandate if the Developer (i) complies with the Developer Responsibilities, (ii) imposes, where appropriate, the Developer Responsibilities through contracts with contractors and subcontractors, and (iii) uses good faith efforts to enforce the contractual provisions and exercise such remedies as may be available to it, including suspension and debarment. If in Developer's sole discretion a contractor and/or subcontractor willfully and/or deliberately attempts to circumvent its obligations to comply with the Local Hiring Mandate, Developer may suspend or bar the contractor from future participation on the Project Infrastructure.

3. YouthWorks. The Developer is committed to engaging and employing working age youth. In furtherance of this commitment, while Local Hiring MOU is in effect, the Developer shall

fund at least 100 YouthWorks jobs or other comparable positions for young people annually for no less than ten (10 years), beginning in the summer of 2016, at the assumed rate of \$1,500 per job (or such higher amount as may result from inflation or changes in the minimum wage).

4. Transportation. The Developer is committed to ensuring reliable and affordable transportation to the Project, such as bus service, so that Baltimore City residents are able to the Project's jobs. If during the first five (5) years of construction, reliable transportation options are not available, the Developer will subsidize or otherwise provide transportation, such as jobsite shuttles, to ensure Baltimore City residents have transportation to and from the Project.

B. Replacement. The City and the Developer hereby confirm that the Local Hiring MOU is replaced by this Memorandum.

C. Additional Commitments. In addition to the commitments made under the Local Hiring MOU, the Developer hereby makes the additional commitments in furtherance of the goals set forth in the Local Hiring MOU:

1. Definitions:

- (a) **"Contractor"**: An employer engaged primarily in the building and construction industry, that Developer or its Designee in their sole discretion determine is qualified to perform work on a Package for the TIF Infrastructure Project, taking into account (a) relevant experience of the Contractor as a company and the relevant experience of the personnel the Contractor would assign to work on the TIF Infrastructure Project; (b) the adequacy of the Contractor's resources, including without limitation personnel, equipment and finances; (c) the Contractor's prior performance on the TIF Infrastructure Project (if any); and (d) such other factors as Developer or its Designee deem reasonably appropriate
- (b) **"Covered Work"**: All or any portion of the TIF Infrastructure Project that is the subject of requested work for a Contractor.
- (c) **"Designee"**: An entity working with or for Developer on a significant element of the TIF Infrastructure Project including a general contractor or a construction manager.
- (d) **"On-site Workers"**: Workers employed in a retail or commercial enterprise located in New Port Covington, or on a construction project at New Port Covington.
- (e) **"Package"**: Requests for proposals issued by Developer or a Designee which solicits bids from Contractors to perform Covered Work.
- (f) **"Targeted Resident Workers"**: Individuals who live in Baltimore's low-income neighborhoods (as designated by MOED) and who are unemployed or underemployed, or who have a history of having difficulty accessing job opportunities.
- (g) **"TIF Infrastructure Project"**: The work to be performed with the proceeds of bonds issued under authority of Council Bills 16-0669, 16-0670 and 16-0671 (the "TIF Bills").
- (h) **"Workers with Barriers to Employment"**: Individuals who are Targeted Resident Workers and who have barriers to employment such

as being or having a condition of : (1) homeless; (2) a custodial single parent; (3) receiving public assistance; (4) having a criminal record or other criminal justice system involvement; (5) suffering from chronic unemployment; (6) emancipated from the foster care system; (7) out-of-work youth; or (8) returning veterans, as established by the Local Hiring Committee.

2. Workforce Development Training Center and Related Initiatives. The Developer will provide \$25,000,000, in addition to the funding for the YouthWorks jobs described above, in total over a 15-year period on workforce development initiatives, including the development, construction, and operation of a Workforce Development Training Center focused on workforce education, job training, retention and recruitment for temporary and permanent positions created by the Project and as a resource for city-wide projects to meet Baltimore City established hiring goals. The Workforce Development Training Center will address education, training and job-placement matters related to the Project, as follows:

- (a) The education program will include funding of programming related to GED preparation, resume writing and preparation, life skills training (i.e. interview etiquette and professional clothing support), financial management, scholarship and/or small grants, and third-party seminars.
- (b) The training program will include trade skills training, professional services skills training, software courses, green technology, and third-party seminars.
- (c) The job placement component will include intake and job placement with employers at the New Port Covington.
- (d) The job placement component will include placement in pre-apprenticeship and apprenticeship programs.

3. Port Covington Workforce Opportunities Center. Developer will establish a Port Covington Workforce Opportunities Center ("PCWOC"), primarily serving Baltimore City residents, through which it will, on each element of New Port Covington developed by Developer or an affiliate, seek new hires by exclusively advertising for a period of at least two weeks (which two weeks, if so required by applicable law, will follow the period set forth in A.2(e) above). In addition, in recognition of the importance of local hiring for permanent jobs, Developer shall work in good faith to achieve the Local Hiring Mandate of having 30% of all On-site Workers being Baltimore City residents, and in furtherance of this mandate, in each lease with a retail or commercial tenant, use good faith and commercially reasonable efforts to require such tenant to commit to a similar exclusive advertising period through the PCWOC. The PCWOC shall be responsible for reporting placement of prospective workers, although employers may choose to self-report on this goal. This requirement will not preclude Developer or any tenant from continuing to hire from within an existing organization through promotions or otherwise.

4. Apprentice Programs. Developer and the City agree that in order to strengthen Baltimore City's existing workforce through the use of training programs, contractors and subcontractors performing work on the TIF infrastructure Project will be required to utilize apprentices enrolled in formal apprenticeship programs for a minimum of 12% of the work performed. Each Contractor will be required to strive to meet a minimum 20% goal within the first 5 years of the TIF Infrastructure Project. Developer will work to ensure that 25% of required apprentice-work will be performed by Workers with Barriers to Employment. In connection with such percentages, (a) the calculations shall be based on aggregate work performed, and (b) excluded from such requirements are tasks or elements of work as to

which no apprentice programs exist. In furtherance of these goals and others in this Memorandum, Developer agrees:

- (a) to work with Contractors to develop a pre-apprenticeship program or in the alternative utilize an existing pre-apprenticeship program within one year of signing of the TIF Bills. The goal of the pre-apprenticeship program will be to recruit Workers with Barriers to Employment and provide them with the basic skills to ensure their success in a registered apprentice program;
- (b) to require Contractors to agree that, prior to a conditional offer for hire, Contractors will neither ask nor independently research a job applicant's criminal background unless required by law or based upon a good faith effort to (a) hire individuals in an effort to meet Workers with Barriers to Employment goals, or (b) the position is of such sensitivity that a background check is required; to that end, Contractors will be educated regarding the desire of the parties to provide opportunities for successful re-entry and re-engagement for persons with criminal histories; and
- (c) to provide resources to Contractors to assist them in meeting Workers with Barriers to Employment goals, to include screened job referrals, training and mediation, as requested by the Contractor; nothing in this section requires a Contractor to hire an individual if a legitimate concern for work-place safety is indicated based on a review of a criminal record.

5. Minimum Wages. Developer will commit and will require its Designees to commit to pay and enforce a minimum wage of \$17.48 per hour plus \$5.93 per hour for health and pension benefits (or alternatively in additional wages) for all employees in all trades on the Packages within the TIF Infrastructure Project. This minimum wage does not apply to agreed-upon apprentice wages as addressed in subsection 4 above.

6. Port Covington Local Hiring Advisory Committee (the "Local Hiring Committee"). The Local Hiring Committee will be comprised of representatives of, or individuals serving as, the following, each of which will be subject to the Mayor's approval (except as noted below):

- (a) The Mayor shall appoint three (3) representatives.
- (b) Two (2) representatives from workforce providers.
- (c) Two (2) community representatives.
- (d) Two (2) faith-based leaders.
- (e) One (1) representing the Baltimore City Community College.
- (f) One (1) representing the Baltimore City Public Schools Career Technology Education center.
- (g) The President of the Baltimore City Council shall appoint one (1) representative (Mayor approval not required).
- (h) The State Senator from the 46th District shall appoint one (1) representative.
- (i) Two (2) appointed by Developer.
- (j) The Comptroller of the City of Baltimore ("Comptroller") shall appoint one (1) representative (Mayor approval not required).

7. Local Hiring Committee Actions. The Local Hiring Committee may identify to Developer and the Comptroller employers for investigation to determine compliance with local hiring requirements and goals.

8. Records. Developer, working with an auditor from or working for the Comptroller's office (the "City Auditor"), will establish and maintain certain records and databases, including the following:

- (a) Standards by which to measure compliance with local hiring requirements.
- (b) Compilations of achieved compliance.
- (c) Logs or other compilations of infrastructure packages and bidding opportunities.
- (d) Logs or other compilations of contractors and subcontractors working on Project Infrastructure.

9. Enforcement. Pursuant to Section 27-10 of the Local Hiring Law, the Board of Estimates, on recommendation from MOED, may impose penalties of debarment and fines for intentional violations of the Local Hiring Law.

II. New Port Covington Supplier Diversity Memorandum of Understanding.

A. Existing Commitments. Under the New Port Covington Supplier Diversity Memorandum of Understanding dated as of April 20, 2016 (the "Supplier Diversity MOU"), Developer and the City, acting by and through the Mayor's Office of Minority and Women-Owner Business Development ("MWBD"), have made certain commitments, elements of which have now been enhanced and improved. Accordingly, Developer and the City have agreed to amend and fully restate the Supplier Diversity MOU, and therefore the terms of the Supplier Diversity MOU are replaced with the following:

1. MWBD Responsibilities. MWBD will strive to ensure that minority and women-owned business ("M/WBE") have access to business and contracting opportunities made available throughout the life of the Project. To maximize the achievement of this goal, MWBD will:

- (a) The Developer and MWBD will collaborate and identify potential M/WBE protégé firms to (i) be assisted with building capacity and growth and (ii) receive technical and management assistance through the Baltimore City Mentor/Protégé program. The goal is to develop meaningful business relationships that can lead to mutually beneficial business on future projects.
- (b) Market to M/WBEs for prime contracting and sub-contracting opportunities throughout the life of the Project. This service provides M/WBEs with stability in the Project.
- (c) Work with the Developer to ensure all contracting opportunities for the Project are coordinated with local M/WBEs in order to leverage the broad range of businesses and services available through M/WBEs.
- (d) Attend and provide presentations at vendor open house events, pre-bid meetings, and outreach events to subcontractors, consultants and on site subcontractor meetings to promote M/WBEs and to collect information on opportunities available from these entities.

- (e) Utilize a database of qualified M/WBEs to identify appropriate referrals for bid and contracting opportunities.

2. Developer Responsibilities. Developer is committed to promoting diversity to the greatest extent possible by including and recruiting M/WBEs throughout the life of the Project. The Developer will:

- (a) Adhere to the goals and guidelines set on the Project as developed by the Minority and Women's Business Opportunity Office ("MWBOO").
- (b) Work with MWBD and the advisory group described in item (j) below to develop goals and guidelines for non-construction portions of the Project.
- (c) Advertise all contracting opportunities available during the Project through a website (or other publicly-available technology) by size of contract.
- (d) Participate in the City's Mentor/Protégé Program throughout the life of the Project. This includes, but will not be limited to, the selection of a minimum of five (5) minority or women-owned companies to be mentored.
- (e) Size contracts to the greatest extent practicable so that M/WBEs can successfully compete to enlarge the pool of M/WBEs with the opportunity to bid on contracts.
- (f) Create an on-going outreach program to attract other companies at New Port Covington throughout the life of the Project to do business with M/WBEs and other local Baltimore-based companies. Encourage businesses located at New Port Covington to participate in "buy local" initiatives, joint ventures and M/WBE ownership.
- (g) Support small, minority and women-owned business access to technical training, access to capital and access to mentors.
- (h) Hire an independent, third-party consultant or auditor to monitor, measure, and evaluate the Developer's achievement of M/WBE inclusion goals and local hiring goals throughout the duration of the Project, copies of which will be provided to the City.
- (i) Submit monthly reports to the Mayor and City Council, which report on the Project's M/WBE inclusion results unless a more infrequent schedule is agreed to by the Developer and MWBD. At minimum, the reports will include a description of what contracts were advertised, all bid awards, including total awards and M/WBE awards; M/WBE firms that were awarded contracts, and all award payments (including total payments and M/WBE payments).
- (j) Participate in a quarterly advisory group meeting of leaders in minority and women business representation, led by MWBD (such as: MWBOO, Maryland Washington Minority Contractors Association, Maryland Minority Contractors Association, Capital Region Minority Supplier Development Council, Associated Builders and Contractors, Women's Business Enterprise National Council, local chambers of commerce) to:
 - (a) monitor and discuss project status and outcomes,
 - (b) identify best practices and strategies for maximizing opportunities for M/WBEs on the

Project, (c) build capacity of existing M/WBE firms, and (d) recruit new M/WBEs to Maryland and Baltimore. The Developer will collaborate with MWBD to establish advisory group participants and agenda.

- (k) Include “maker space” and innovation spaces at Port Covington, with the goal of achieving an advanced manufacturing ecosystem that attracts diverse high-tech manufacturing and technology companies and entrepreneurs including M/WBE’s, focused on design and fabrication, fitness and nutrition, and energy.
- (l) Utilize MWBD as one of the primary points of contact throughout the life of the Project. Work with MWBD to actively promote the benefit of utilizing M/WBEs on this Project.
- (m) Engage and inform all of Developer's development partners of the commitment to inclusion of minority, women and small businesses in the Project.

B. Replacement. The City and the Developer hereby confirm that the Supplier Diversity MOU is replaced by this Memorandum.

C. Additional Commitments. In addition to the commitments made under the Supplier Diversity MOU, the Developer hereby makes the additional commitments in furtherance of the goals set forth in the Supplier Diversity MOU:

1. Loan Fund. Developer will dedicate **\$10,000,000** in total over a 12-year period (subject to extension if suitable investments are not identified in that period) towards a Minority, Women and Small Business capacity-building loan or equity fund for investment into minority and women-owned companies in Baltimore City (the “**Fund**”), including approximately **\$1,600,000** towards a micro-lending program to provide 0% loans to Baltimore City entrepreneurs which shall be administered by the City of Baltimore Development Corporation (“**BDC**”).

2. Implementation of MBE/WBE Goals. Developer further agrees to use commercially reasonable and diligent efforts to meet and exceed any goals set by the City of Baltimore for the utilization of minority (27% is set by the Existing Agreements) and women-owned (10% in the Existing Agreements) businesses in the TIF Infrastructure Project. Developer and the City will coordinate efforts to recruit, inform and support City-certified WBE/MBE contractors in their efforts to attain work on the TIF Infrastructure Project. If in Developer’s sole discretion a Contractor willfully and deliberately attempts to circumvent its obligations to hire W/MBE contractors, Developer may suspend or bar said Contractor from future participation on the TIF Infrastructure Project. For those contracts covered by this commitment, certified payrolls from Contractors will be required. The payrolls and certifications will be audited by the Baltimore City Auditor or the Monitor as part of this Memorandum, or such other auditor as may be agreed upon by the parties (to be performed at Developer’s expense) as well as the Mayor’s Office of Economic Development on a monthly basis.

3. Business Expansion Program. Developer will create and/or sponsor a MBE/WBE Business Expansion program designed to assist small business owners with expansion of their companies.

4. Business Empowerment Program. Developer will institute a MBE/WBE/Section 3 Business Empowerment Program to provide technical and financial assistance to assist businesses with marketing, branding, and/or business development.

5. Technical Assistance. Developer will provide technical assistance to support businesses with certification processes, contracting readiness, contracting partnerships and access and notification of Project opportunities.

6. Discounted Leasing. To the extent permitted by applicable laws, Developer will provide retail and office space for small business enterprises at a discounted rate, with a particular goal of increasing MBE and WBE occupancy.

7. Equity Participation. Developer agrees to provide minority investors the opportunity to have meaningful equity participation in the New Port Covington.

8. Real Estate Minority Development. Developer agrees to provide opportunities for minority real estate developers to obtain sites for commercial, office and residential projects.

III. New Port Covington Inclusionary Housing Memorandum of Understanding.

A. Under the Memorandum of Understanding Regarding Inclusionary Housing in Port Covington dated as of April 20, 2016 (the “**Inclusionary Housing MOU**”), Developer and the City, acting by and through the Department of Housing and Community Development, recited the following findings:

1. The issuance of TIF Bonds for the Project Infrastructure requires a residential project within Port Covington benefitted by the Project Infrastructure to include affordable housing units pursuant to Article 13, Subtitle 2B of the Baltimore City Code (the “**Inclusionary Housing Requirements**”). However, pursuant to the Inclusionary Housing Requirements, the Commissioner of Housing has determined that, because the cost to provide units exceeds the amount of resources available to the City, New Port Covington is exempt from the Inclusionary Housing Requirements as indicated in the Department's Memorandum of Determination attached to the Inclusionary Housing MOU as Exhibit A.

2. Regardless of the Commissioner's exemption determination, the Developer strongly supports the policy of the City to encourage economic diversity and balanced neighborhoods by promoting the inclusion of housing opportunities for residents with a broad range of incomes. Therefore, the Developer is committed to providing a range of housing types and options at New Port Covington, and to encouraging and supporting the development of New Port Covington as a mixed-income community for residents at a wide range of income levels.

3. Further, the Developer is broadly committed to diversity and inclusion and espouses the following goals for New Port Covington:

- (a) To contribute significantly to Baltimore’s economic development by creating jobs and business opportunities for Baltimoreans;
- (b) To establish and maintain communication feedback loops that ensure transparency and build trust;
- (c) To sponsor job-readiness and entrepreneurial bid-readiness to include more fully diverse groups of workers and community-based contractors;
- (d) To facilitate participation among diverse and local vendors and suppliers;

- (e) To develop sustainable partnerships with local community members, multilevel governmental agencies, non-profit organizations, service organizations, and other key stakeholders;
- (f) To engage all of New Port Covington's development partners and future tenants/owners; and
- (g) To include housing opportunities for resident within a broad range of incomes.

B. The Developer and City have agreed to amend and fully restate the Inclusionary Housing MOU to evidence enhanced commitments by the Developer regarding housing at New Port Covington, including increasing the Affordable Housing Requirement (defined below) from 10% to 20%, and therefore the terms of the Inclusionary Housing MOU are replaced with the following:

"A. On-Site Affordable Housing Requirement.

1. Requirement. Ten percent (10%) of all residential units (the "**Base Affordable Units**") within the Port Covington Development District, as defined by City ordinance, shall meet the affordability requirements of this Section A (the "**Affordable Housing Requirement**"). Housing which fulfills the Affordable Housing Requirement is referred to herein as "**Affordable Housing**". The Affordable Housing shall be (a) primarily one bedroom, two bedroom and three bedroom units, or as otherwise agreed upon by the parties; (b) constructed of comparable quality and design as other residential housing constructed within New Port Covington; and (c) be managed in accordance with the same standards as the other residential housing within New Port Covington.

(a) Units Affordable to Households at or Below 60% of Area Median Income

(i) The Developer shall use commercially reasonable efforts to apply for federal Low Income Housing Tax Credits ("**LIHTC**") and other financial support for housing development to produce residential units at New Port Covington which are affordable to households whose annual income is at or below 60% of Area Median Income for the Baltimore metropolitan region ("**AMI**"), as established by the United States Department of Housing and Urban Development (in accordance with LIHTC program requirements, as amended from time to time), including units affordable to households whose annual income is at or below 50% of AMI (the "**50% Units**"). The number of 50% Units shall be no less than five percent (5%) of the Total Affordable Units (as defined in section B.1 below). Any market studies prepared in connection with pursuing LIHTC shall take into consideration waiting list data compiled by the Housing Authority of Baltimore City.

(ii) The City shall (a) make housing program resources available, subject to funding availability, approval by the Board of Estimates, and compliance with federal, state, and local law, programmatic requirements and guidelines, and (b) support any applications by projects within the Port Covington Development District for LIHTCs or other programs which are competitive and/or require local governmental support.

(b) Units Affordable to Households at or Below 80% of Area Median Income

If the Developer is unsuccessful in its LIHTC applications, it shall not be required to construct units affordable to households whose annual income is at or below 60% but shall fulfill the Affordable Housing Requirement by the development and construction of Affordable Housing which is affordable to households whose annual income is at or below 80% of AMI, provided they can be constructed on a financially reasonable basis.

2. **Required Fund Payment.** If Affordable Units cannot be constructed on a financially reasonable basis, the Developer shall instead make a mandatory payment (the "**Required Fund Payment**") to the Inclusionary Housing Offset Fund established by Section 2B-61 of the Inclusionary Housing Law (the "**Fund**"), as follows. For each Affordable Housing unit that would otherwise have been required, Developer shall pay the following Required Fund Payment:

<u>For Units Between</u>	<u>Fee per Unit</u>
1-750	\$ 40,000.00
751-1500	\$ 44,000.00
1501-2000	\$ 48,000.00
2001-2500	\$ 52,000.00
2501-3000	\$ 56,000.00
Over 3000	\$ 60,000.00

3. **Phasing.** To the extent the Affordable Housing Requirement is achieved within a defined phase of New Port Covington, no further Required Fund Payments shall be paid for the development of the remaining units within the phase. To the extent the Affordable Housing Requirement is exceeded in a phase, or the offset values exceed the amount payable into the Fund, (i) the excess number of units will be applied in determining the Inclusionary Housing Requirement for the subsequent phase or phases, and (ii) the excess offset values will be applied in determining the payment obligations for the subsequent phase or phases.

4. **Payment.** Upon the completion of each 750 units, the parties agree to "true-up" the calculations required by this MOU, and the Developer shall make any required payments into the Fund at such time within 30 days after such mutually agreed-upon determination.

B. Supplemental On-Site or Off-Site Affordable Housing Requirement.

1. **Requirement.** In addition to the Affordable Housing Requirement within the Port Covington Development District described in Section A above, the Developer shall provide or cause to be provided, inside or outside the Port Covington Development District, additional Affordable Housing units equal to ten percent (10%) of all residential units within the Port Covington Development District (the "**Supplemental Affordable Units**"). This requirement may be satisfied by the Developer's direct project development, participation in a joint venture, equity investment, or other material financial commitment, so long as the required number of additional Affordable Housing Units is produced. The Supplemental Affordable Units (which together with the Base Affordable Units constitute the "**Total Affordable Units**") shall be subject to the Affordable Housing Requirement of Section A, except to the extent set forth below.

(a) The amount of on-site units within New Port Covington shall be no less than sixty percent (60%) of the Total Affordable Units; in other words of the 20% of units that are to be Affordable Housing, at least 12% must be located on-site and no more than 8% can be off-site.

(b) Notwithstanding Section A.2 above, the Required Fund Payment for each off-site unit shall be as set forth below, until such time as applicable thresholds are achieved in a profit-

sharing agreement between Developer and City, and as a result of exceeding such thresholds, profits are being shared between Developer and the City. From and after such time, the schedule set forth in Section A.2 above shall apply, but until such time, the following schedule shall apply:

<u>For Units Between</u>	<u>Fee per Unit</u>
1-750	\$ 30,000.00
751-1500	\$ 34,000.00
1501-2000	\$ 38,000.00
2001-2500	\$ 42,000.00
2501-3000	\$ 46,000.00
Over 3000	\$ 50,000.00

2. 30% AMI. Developer agrees that ten percent (10%) of the Total Affordable Units either at New Port Covington or off-site shall be units affordable to households at or below thirty percent (30%) of Area Median Income, so long as the Housing Authority of Baltimore City, the City, or other eligible entity, makes available to Developer project-based housing vouchers or other assistance of equivalent economic value.

3. First Project. Developer agrees to use diligent and good faith efforts to identify and support the development of an off-site LIHTC project (the "**First Project**") within twenty-four (24) months after approval of the TIF Bills. Such a project, and other off-site projects, will be sited with a preference for, but not a limitation to, locations that do not further concentrate poverty, as determined by Developer. In no event would Developer's financial involvement with the First Project or other off-site projects post-date the relevant project's successful application to the Maryland Community Development Administration for LIHTC.

C. Offsets to Required Fund Payment for Developer Subsidized Affordable Housing Units

In lieu of and as an offset to the Required Fund Payment, the Developer may count the value of any unit subsidized directly by the Developer (each, a "**Developer Subsidized Affordable Housing Unit**") as a contribution under this MOU, subject to the following terms and conditions:

1. The offset value of each Developer Subsidized Affordable Housing Unit not utilizing LIHTC shall be computed based on AMI established by the United States Department of Housing and Urban Development in such fiscal year and the projected market rents for such unit based upon the calculation method used to calculate the City's cost to fully offset the financial impact as used in Exhibit A. Rental assistance and other forms of subsidy will be taken into consideration in calculating the offset.

2. Developer Subsidized Affordable Housing Units which are offered for rental at not more than 60% of AMI, (i) receive a credit per the schedule in Section A(2) against the amount required to be paid into the Fund (i.e. each such Developer Subsidized Affordable Housing Unit provided among the first 750 residential units will reduce, by \$30,000, the amount otherwise payable into the Fund for those first 750 residential units), (ii) shall apply to the Affordable Housing Requirement for the phase

under development, and (iii) to the extent in excess of the Affordable Housing Requirement, be available to credit to the next phase of development.

3. The Developer Subsidized Affordable Housing Units shall be leased to tenants earning no more than 80% of AMI for a minimum thirty (30) year period of affordability. The Developer shall have the option to shorten the period of affordability no earlier than fifteen (15) years after the date of initial occupancy by a tenant earning no more than 80% of AMI or at the time of sale of any building in which an on-site Affordable Housing unit is located, whichever is later. The Developer shall pay a cash contribution to the Fund prior to exercising this option. The amount of the cash contribution shall be calculated by pro rating the amount of the original offset value of each on-site Affordable Housing unit over the number of years remaining of the thirty-year period of affordability.

D. Targeted Marketing and Mixed-Income Development.

1. Developer will affirmatively market affordable residential units constructed within New Port Covington to Baltimore City households who are considered least likely to apply for such units, including (a) those on the City's Section 8 waiting list, (b) families with children who utilize a Housing Choice Voucher, and (c) families with children whose incomes are at or below 50% of AMI, but who do not utilize a Housing Choice Voucher, and to working class families that are not otherwise targeted.

2. Developer is committed to including families of all incomes at New Port Covington and accordingly will seek to develop, or have developed, units at all income levels.

3. Developer is committed to developing a mixed-income community at New Port Covington and will, where feasible, integrate Affordable Housing Units with market-rate units in buildings and neighborhoods throughout New Port Covington.

E. Monitoring and Compliance.

Within six months of the date hereof, the parties shall negotiate and execute an agreement setting forth the terms under which (a) the Developer will report on the status of residential construction, including both on-site and off-site Affordable Housing, and (b) the City will monitor and enforce the income and occupancy requirements of all such units. The Commissioner of Housing and Community Development shall have authority to execute such agreement with approval by the Board of Estimates."

IV. Existing Letter Agreement.

A. Existing Commitments. Under that certain letter to the Mayor of the City, dated April 20, 2016, Developer made the following additional commitments:

1. Workforce Development. Developer and affiliates will commit a minimum of \$10,000,000 over five years towards citywide programs and initiatives focused on education, workforce development, youth, empowerment, as well as other priorities of Port Covington's neighboring communities (the "**Letter Agreement City-Wide Commitment**"). As part of this, Developer will fund at least 100 YouthWorks jobs or other comparable positions for young people annually for no less than ten (10) years, starting in the summer of 2016 as set forth in Part I of this MOU. Developer will also be investing in other local community priorities, programs, and initiatives.

2. Transportation. In recognition of the transportation challenges faced by many City residents, Developer is committed to ensuring access to reliable and affordable transportation to New Port Covington's jobs as stated in Part I of this MOU. This includes subsidizing or providing transportation, such as jobsite shuttles, to ensure that City residents can get to and from the many employment opportunities that will be created at New Port Covington.

3. Sustainability. Developer is committed to an aggressive sustainability and environmental action plan that will clean up the Middle Branch, once a major recreational waterfront resource for Baltimore that has fallen into disuse. Developer will remove the trash clogging its shores and help prevent additional trash from accumulating in this underappreciated natural environment. In addition, Developer's redevelopment plan includes high-performance buildings featuring best practices in energy and water-efficiency, renewable energy, and other sustainable building features.

B. Replacement. The City and Developer hereby ratifies and confirm that the Existing Letter Agreement is replaced by this Memorandum.

V. Additional Commitments. In addition to the commitments of Developer set forth in the Existing Agreements, as restated in this Memorandum, and the additional commitments in connection with the Existing Agreements set forth herein, the Developer hereby further makes the additional commitments to the City set forth below. The additional commitments set forth herein may be funded from the SB6 City-Wide Commitment, or the Letter Agreement City-Wide Commitment, or from additional funds contributed or otherwise raised by the Developer or its Affiliates, as determined by an advisory board to be created.

A. Youth and Education. Developer will dedicate the following funds for the benefit of youth and education initiatives in Baltimore City. Some of these funds will be administered in partnership with public foundations or philanthropic institutions focused on impacting Baltimore City and recommended by the Steering Committee (as discussed below).

1. BCPS Scholarships. Developer will dedicate **\$1,000,000** in total over five years for scholarships for Baltimore City Public Schools students.

2. Community Schools. Developer will dedicate **\$1,000,000** in total over five years for scholarships for students at Baltimore City community schools serving high-need students.

3. After-School and Summer Programming; Other Educational and City-wide Priorities. Developer will dedicate **\$7,680,000** in total for after-school and summer programming and other educational and City-wide priorities.

B. Sports and Recreation.

1. Community Athletic Facilities and Programs. Developer will renovate community athletic facilities and to support community athletic programs, in part with proceeds from the Fight for Children Fundraiser.

2. Recreation Center. Developer has dedicated, or will dedicate, **\$5,000,000** in 2016 for the renovation of a center for recreation, entrepreneurship, and workforce development at Pleasant View Gardens in the Target Investment Zone (East Baltimore).

C. Environment.

1. Anti-Litter Campaign. Developer will provide the resources to fund a neighborhood-managed community anti-litter campaign in coordination and partnership with the City's Department of Public Works. These resources shall include consultant funding to develop a program and necessary metrics, based on the best practices for local communities. The campaign shall also be a subset of the litter program required by the EPA Storm Water Pollution control plan.

2. Environmental Justice. Developer will commission and finalize studies of the development of the Project to ascertain prior and reasonably projected environmental justice impacts to the local community to help inform development of the Project.

3. Farmer's Market and Urban Farming. Developer will institute a Community Farmer's Market Program that integrates a seasonal farmer's market in open space within New Port Covington and neighboring communities. As a part of the Community Farmer's Market Program, Developer will support and provide funding for urban farming.

D. Arts and Culture.

1. Neighborhood Art Cooperative. Developer will provide space at the New Port Covington for a neighborhood art cooperative space at reduced rates.

2. Community Facilities. Developer will provide for a large designated community meeting room at the New Port Covington (or other location convenient for the community) that would be available for large events for the local community.

3. Public Art. Developer will provide investment in public art at the New Port Covington as a continuing benefit. Art can be both traditional free standing pieces (murals, statues, fountains, etc.) and virtual, digital and other projects integrated into the design of New Port Covington.

E. Dedication of Public Space. Developer will dedicate more than 50 acres of land at the New Port Covington for public use as parks, open space and rights-of-way. Based on current plans for the layout of the public spaces and rights-of-way, and on expenditures for property acquisitions to date, the land for public use that will be dedicated from the property currently owned by Developer is expected to constitute approximately **\$35,400,000** in land value. Developer will also provide on-going landscaping, lighting and maintenance for the public land.

F. SB6 Local Initiatives. Pursuant to the SB6 CBA, Developer has committed to approximately **\$39,000,000** in funding over a 20-year period to address priorities within the SB6 communities identified by the SB6 Coalition.

G. Community Initiatives. Funds from the SB6 City-Wide Commitment, which are expected to equal approximately **\$10,000,000** in funding over a 20-year period, will be dedicated to community and/or faith-based initiatives supporting programs such as adult day-care, affordable housing, after-school programs, day-care, GED programs, and summer programs. Some of these funds will be administered in partnership with public foundations or philanthropic institutions focused on impacting Baltimore City.

H. Education.

1. Developer agrees to work with Baltimore City Public Schools, school coordinators and service providers, neighborhood associations and other stakeholders to come up with a plan that will include improving the educational resources available to all children in the communities of Cherry Hill, Westport, Brooklyn and Curtis Bay. In the event that a new school is built, Developer will work with stakeholders to ensure that the socioeconomic diversity of residents will be served by this school and immediate neighborhoods will benefit from the offerings.

2. Developer will work with the City during the 2017 General Assembly Session to advocate for the passage of legislation that will ensure Baltimore City state education funding is not cut due to the increases in property values associated with New Port Covington.

3. In the event Developer wishes to proceed with an issuance of TIF Bonds and there is a projected negative impact to school funding as a direct result of New Port Covington, Developer will work with the City's Department of Finance to structure the bond issuance to mitigate the negative impact. Developer will not request any TIF Bonds to be issued if there is a projected negative impact on State education funding for Baltimore City Schools, unless there is in place a plan or method to mitigate the projected negative impact.

VI. Public Engagement.

A. Stakeholder Engagement Meetings. The Developer is committed to on-going engagement with the local community throughout the planning and development of the New Port Covington project. To that end, the Developer will convene semi-annual community forums, rotated through the six SB6 communities but open to the general public, to allow community members to receive information, express opinions, influence decisions and provide valuable feedback on matters concerning the New Port Covington project.

B. Establishment of Steering Committee. The Developer will work with the City collaboratively and in good faith to form a "New Port Covington Steering Committee" (the "**Steering Committee**"), with members selected by both the City and Developer. The Mayor, the City Council President and the Comptroller shall each have at least one appointee on the Steering Committee. The Developer and the City will work collaboratively to establish reasonable by-laws and rules for the Steering Committee.

C. Role of the Steering Committee. The Steering Committee will (i) monitor and evaluate the implementation and execution of this Memorandum to ensure that communities throughout Baltimore share in the economic, educational, cultural, environmental, and social benefits associated with New Port Covington, and (ii) recommend public foundations or philanthropic institutions to administer some of the funds dedicated under the "Youth and Education" and "Community Initiatives" sections of this Memorandum, provided that the donors of such funds shall make the final determination as to how they are administered.

VII. City Audit and Review.

A. City Audit. The City, utilizing the "Monitor" described below, will review and confirm the compliance by Developer with the terms of this Memorandum, and will be provided with access to such documents as will enable the Monitor to perform his or her functions. Developer will maintain records for at least six (6) years after completion of each applicable element of the Project.

B. Developer Funding. Consistent with the letter agreement dated August 19, 2016 from Developer to the Office of the Comptroller, Developer agrees to fund a Level 3 Auditor in the Office of the Comptroller (the "Monitor") to perform the functions described in paragraph A. above. At the City's discretion, the role of the Monitor may (a) be expanded to review and monitor all related issues that may arise in connection with the TIF Bonds, and (b) be performed by more than one person and may be a shared responsibility between and among multiple Level 3 Auditors. However, the Monitor's primary function and responsibility shall be to perform the audits required hereunder and such audits shall be performed on a timely basis.

C. Amount of Funding. Developer will provide \$151,000 annually, for a period of at least twenty (20) years, which amount shall increase with any cost-of-living adjustments generally provided by the City to employees at the Level 3 Auditor level.

VIII. Term.

A. Term of the Memorandum. The term of this Memorandum shall be thirty (30) years from the issuance of the first tranche of TIF Bonds (the "Term").

IX. Miscellaneous.

A. Contingent on Issuance of TIF Bonds. Developer's commitments under this MOU are contingent and conditional on the approval of the TIF Bills, without change in budget or scope, by the City and issuance of the TIF Bonds for the Project Infrastructure.

B. Representations and Warranties. Each of the parties represents and warrants that: (a) it has authority to enter into this Memorandum and carry out the actions and responsibilities contemplated hereunder; and (b) the execution, delivery, and performance by such party of this Memorandum has been duly authorized by all necessary corporate or other action, and this Memorandum is valid and binding upon, and enforceable against the party in accordance with the applicable terms hereof.

C. Developer Commitments. Any of the Developer commitments, whether monetary or nonmonetary, may be fulfilled by the Developer directly, or by other parties acting at the direction or request of the Developer. Funds may be contributed directly by the Developer, its affiliates, or other parties, or raised from philanthropic organizations, affiliates and other outside sources.

D. Governing Law. This Memorandum and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in all respects in accordance with the laws of the State of Maryland.

E. Entire Agreement. This Memorandum contains the entire agreement of the parties with respect to the subject matter hereof, and any representation, inducement, promise or understanding between the parties with respect to the subject matter of this Memorandum that is not embodied herein shall be null and void and of no further force or effect.

F. Amendment. This Memorandum may not be modified, amended or otherwise altered except by written amendment executed by the parties and approved by the Baltimore City Board of Estimates.

G. Recording. This Memorandum shall not be recorded among the land records of Baltimore City.

H. Binding Effect. This Memorandum shall be binding upon, and inure solely to the benefit of, the parties hereto and their respective successors and their assigns, and is not intended to and does not confer rights to or impose obligations on any third parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Consolidated Memorandum of Understanding as of the date first written above.

ATTEST:

Caroline Reese

SAGAMORE:

SAGAMORE DEVELOPMENT COMPANY,
LLC,
a Maryland limited liability company

By: M. Weller
Name: Marc Weller
Title: President

Jessica A. Rizzo
Custodian of the City Seal
Alternate

CITY:

MAYOR AND CITY COUNCIL OF
BALTIMORE

By: Stephanie Rawlings-Blake
Name: Stephanie Rawlings-Blake
Title: Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

THIS 8th DAY OF September, 2016

Jo Ann E. Levin/REK
Chief Solicitor

APPROVED BY THE BOARD OF ESTIMATES:

Bernice M. Taylor
Clerk: SEP 14 2016 Date:

Exhibit A

[Attached Inclusionary Housing Law Waiver Memo from Baltimore Housing, with attachments]



BALTIMORE HOUSING

STEPHANIE RAWLINGS-BLAKE
Mayor

PAUL T. GRAZIANO
Executive Director, HAH
Commissioner, HCD

March 24, 2016

Michael Pokorny
Sagamore Development Company, LLC
1000 Key Highway East
Baltimore, Maryland 21230

Re: Inclusionary Housing for Port Covington

Dear Mr. Pokorny:

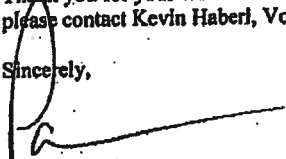
Thank you for submitting development and financing information to Baltimore Housing for the following project:

Port Covington
Baltimore Maryland

Based on the material you presented, Baltimore Housing determined that the project is subject to the requirements of Article 13 Subtitle 2B, Inclusionary Housing Requirements. Baltimore Housing conducted a review of the financial information you presented, attached to this letter, and concluded that Inclusionary Housing requirements for this project exceed the allowed threshold amounts identified in Section 2B-21(f)(2)(i). In addition, the cost to provide units exceeds the amount of resources available to Baltimore Housing. The project is therefore exempt from the requirements under Section 2B-21(d)(1).

Thank you for your work in Baltimore. If there are any additional questions, please contact Kevin Haberl, Voucher Specialist at 410-396-4203.

Sincerely,


Paul T. Graziano
Commissioner
Baltimore Housing



417 E. Fayette Street • Suite 301 • Baltimore, MD 21202 • MD Relay 711 • TTY 410-547-9247 • baltimorehousing.org
Baltimore Housing reflects the combined efforts of the Housing Authority of Baltimore City and the Baltimore City Department of Housing and Community Development.

Inclusionary Housing Analysis Template

4/4/2016

Global Assumptions

Global Discount Rate 6.00%
 AMI Growth Annual 2.00%
 Market Rent Growth Annual 3.00%
 Lifetime Subsidy Factor (per \$100) \$ 18,388

Project Assumptions

Building _____
 Years until Occupancy 0

Bedroom and Unit Count

Size	
Efficiency	1068
1-Bedroom	2132
2-Bedroom	1332
3-Bedroom	799
Total	5329

Rents

Size	
Efficiency	\$ 1,120
1-Bedroom	\$ 1,478
2-Bedroom	\$ 2,240
3-Bedroom	\$ 2,688

2015 Income Limits

HUD Defined Baltimore-Towson AMI (Family of 4 @100% AMI) \$ 89,600

Unit/HH Size	HH Size Factor	Income Tier (% of AMI)			
		30%	60%	80%	100%
Efficiency/1 Person	70%	\$ 18,800	\$ 37,600	\$ 50,200	\$ 62,700
1-Bed/1.5 Persons	75%	\$ 20,200	\$ 40,300	\$ 53,800	\$ 67,200
2-Bed/3 Persons	80%	\$ 24,200	\$ 48,400	\$ 64,500	\$ 80,800
2+ Bed/4 Persons	100%	\$ 26,900	\$ 53,800	\$ 71,700	\$ 89,600
3-Bed/4.5 Persons	104%	\$ 28,000	\$ 56,900	\$ 74,580	\$ 93,200

Income Limits reflect HUD baseline and HH adjustments but are not limited by national median level as HUD-published incomes are

2015 Rent Limits

Calculation of Afford Max Rent = 1/12 x 30% of Max Income by Tier

Size	Income Tier (% of AMI)			
	30%	60%	80%	100%
Efficiency	\$ 470	\$ 940	\$ 1,265	\$ 1,568
1-Bedroom	\$ 505	\$ 1,008	\$ 1,345	\$ 1,680
2-Bedroom	\$ 605	\$ 1,210	\$ 1,613	\$ 2,015
3-Bedroom	\$ 673	\$ 1,345	\$ 1,793	\$ 2,240

Summary of Calculations

Building 9	
Total Cost of Full Compliance	\$ 184,307,413
Total Cost of Full Compliance	\$ 184,307,413
Initial Year Dollars	
Current Year Dollars	
Number of Units	1067
Average Cost per Unit	\$ 172,734.22
Current Year Dollars	

Inclusionary Housing Calculation

Building 9

Income Limits (inflated over time)

Size	20% AMI	30% AMI	40% AMI	50% AMI	60% AMI
Efficiency (1 Person)	\$ 18,800	\$ 27,600	\$ 36,400	\$ 45,200	\$ 54,000
1-Bedroom (1.5 Person)	\$ 20,200	\$ 30,300	\$ 40,400	\$ 50,500	\$ 60,600
2-Bedroom (3 person)	\$ 24,200	\$ 36,300	\$ 48,400	\$ 60,500	\$ 72,600
3-Bedroom (4.5 Person)	\$ 28,000	\$ 42,000	\$ 56,000	\$ 70,000	\$ 84,000

Affordability Standards (inflated over time)

Calculation of Affordability at 2B-3(b)(1-4)

Max Rent = 1/12 x 30% of Max Income by Tier.

Size	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI
Efficiency	\$ 470	\$ 626	\$ 783	\$ 939	\$ 1,096
1-Bedroom	\$ 505	\$ 673	\$ 841	\$ 1,009	\$ 1,177
2-Bedroom	\$ 605	\$ 807	\$ 1,011	\$ 1,215	\$ 1,419
3-Bedroom	\$ 700	\$ 933	\$ 1,167	\$ 1,401	\$ 1,635

Total Units in Building by Bedroom Size

Req. % each Tier	30%	25%	20%	15%	10%
Size	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI
Efficiency	818.8	258.5	258.5	213.2	1088
1-Bedroom	828.8	633	533	428.4	2132
2-Bedroom	389.8	333	333	288.4	1332
3-Bedroom	238.7	199.75	199.75	158.8	799
Total	1585.7	1332.25	1332.25	1088.8	5329

Total Required IH Units

Req % of Total	20% Major Public Subsidy				Total
	30% AMI	40% AMI	50% AMI	60% AMI	
Efficiency	64	63	63	43	213
1-Bedroom	128	107	107	88	427
2-Bedroom	80	67	67	63	267
3-Bedroom	48	40	40	32	160
Total	320	267	267	213	1067

Unit counts are rounded to produce whole units

Project Rents

Size	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI
Efficiency	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120
1-Bedroom	\$ 1,478	\$ 1,678	\$ 1,478	\$ 1,478	\$ 1,478
2-Bedroom	\$ 2,240	\$ 2,240	\$ 2,240	\$ 2,240	\$ 2,240
3-Bedroom	\$ 2,688	\$ 2,688	\$ 2,688	\$ 2,688	\$ 2,688

Per Unit Subsidy per month - Initial Year

Size	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI
Efficiency	\$ 690	\$ 180	\$ -	\$ -	\$ -
1-Bedroom	\$ 873	\$ 471	\$ 133	\$ -	\$ -
2-Bedroom	\$ 1,638	\$ 1,030	\$ 628	\$ -	\$ 226
3-Bedroom	\$ 1,888	\$ 1,291	\$ 828	\$ -	\$ 358

Lifetime Subsidy Per Unit

Size	30% AMI	50% AMI	80% AMI	100% AMI
Efficiency	\$ 182,198	\$ 66,608	\$ 900	\$ -
1-Bedroom	\$ 237,832	\$ 184,425	\$ 88,107	\$ 10,489
2-Bedroom	\$ 283,081	\$ 268,825	\$ 188,184	\$ 103,468
3-Bedroom	\$ 472,028	\$ 335,780	\$ 238,275	\$ 142,297
Threshold Limit (by Income Tier)	\$ 128,000	\$ 180,000	\$ 60,000	\$ 25,000

Highlighted Cells are OVER threshold limit - SHALL exempt by statute at 2B-21(0)(3)

Total Project Subsidy by Unit Type

Size	30% AMI	50% AMI	80% AMI	100% AMI	Total
Efficiency	\$ 10,370,884	\$ 3,477,140	\$ 48,203	\$ -	\$ 13,896,168
1-Bedroom	\$ 30,418,884	\$ 14,383,485	\$ 8,988,424	\$ 891,883	\$ 52,682,326
2-Bedroom	\$ 31,448,510	\$ 18,011,087	\$ 12,472,811	\$ 5,484,738	\$ 67,417,844
3-Bedroom	\$ 22,897,810	\$ 13,351,209	\$ 8,531,009	\$ 4,662,217	\$ 50,232,245
Total	\$95,136,088.90	\$49,222,900.70	\$29,017,948.78	\$10,928,508.28	\$184,307,413

Total Cost of Full Compliance \$ 184,307,413 Initial Year Dollars
Total Cost of Full Compliance \$ 184,307,413 Current Year Dollars

Exhibit B

[List of Community Participants]

Baltimoreans United in Leadership Development ("BUILD"), lead negotiator on behalf of the following members:

Baltimore Ethical Society
Bethany Baptist Church
Brown Memorial Park Avenue Presbyterian Church
Episcopal Cathedral of the Incarnation
Child First Authority
- Barclay Elementary/Middle School Child First
- Calvin Rodwell Elementary School Child First
- City Springs Elementary/Middle School Child First
- Furman L. Templeton Elementary School Child First
- Guilford Elementary/Middle School Child First
- Hilton Elementary School Child First
- John Eager Howard Elementary School Child First
- Liberty Elementary School Child First
- Robert W. Coleman Elementary School Child First
- Westside Elementary School Child First
Epiphany Episcopal Church
Darley Park Neighborhood Association
Dickey Memorial Presbyterian Church
Dickeyville Community Association
First & Franklin Presbyterian Church
Grace Presbyterian Church
Gwynn Oak United Methodist Church
Harlem Park West Community Association
Immaculate Conception Catholic Church
Intersection of Change
Irvington Community Association
Re-BUILD Johnston Square
Kingdom Life Church
KIPP Harmony Academy
KIPP Ujima Academy
Koinonia Baptist Church
Memorial Baptist Church
New All Saints Catholic Church
No Boundaries Coalition
Northside Baptist Church
Olivet Baptist Church
Project PLASE
Roland Park Elementary/Middle School
Salem Lutheran Church
St. Cecilia Catholic Church
St. Francis Xavier Catholic Church
St. Joseph Freewill Baptist Church
St. Joseph's Monastery
St. Matthew Catholic Church

St. Veronica Roman Catholic Church
Temple Oheb Shalom
Trinity Baptist Church
Zion Baptist Church

With additional input from the following:

ABC Baltimore
AFSCME Maryland Council 67
Alpha Phi Alpha
Apploi
Associated Black Charities
Association of Baltimore Area Grantmakers
Baltimore City Community College
Baltimore Community Foundation
Baltimore Greenway Trails Coalition
Baltimore Industrial Group
Baltimore Integration Partnership
Baltimore Integration Partnership/ABAG
Baltimore Joint Apprenticeship Training Council
Baltimore Rowing Club
Baltimore's Promise
Blue Water Baltimore
Boilermakers Local 193
Boys and Girls Clubs of Metro Baltimore
BUILD - Turnaround Tuesday
Carroll Camden Business Association
Carver Vocational-Technical High
Center for Urban Families
Cherry Hill Community Coalition
Cherry Hill Ministerial Alliance
Cherry Hill Trust
Chesapeake Bay Trust
The Choice Program at UMBC, Choice Jobs
Citizens for a Better Brooklyn
City Life Builders
Civic Works YouthBuild in partnership with the Mayor's Office of Employment and Development
Community College of Baltimore County
Community of Curtis Bay
Concerned Citizens for a Better Baltimore
Concerned Citizens for a Better Brooklyn
Coppin Heights CDC
Coppin State University

Created For So Much More Worship Center
Curtis Bay Community Association
Delta Sigma Theta Board of Directors
Downtown Partnership
Downtown Sailing
East Baltimore Development, Inc.
Edmondson West Side high school
Enoch Pratty Library
Enterprise Community Partners
Federal Hill Neighborhood Association
France-Merrick Foundation
Frankford Improvement Association
Freedom Temple AME Zion Church
Friendship Baptist Church
Goldseker Foundatoin
Goodwill Industries of the Chesapeake
Greater Baltimore Urban League
Humanim
IBEW Local 24
Interdenominational Alliance
Interdenominational Ministerial Alliance (Metropolitan Baltimore)
International Union of Elevator Constructors Local 7 JAC
Iron Workers District Council of Mid-Atlantic States
Ironworkers Local 16
Ironworkers Local 16 Apprenticeship and Training
Israel Baptist Church
Jane Addams Resource Corporation
Jobs Opportunities Task Force
Johns Hopkins University
Kappa Alpha Phi fraternity
Key Highway Community Association
Lakeland Community Coalition
Lawyers Committee for Civil Rights Under Law
Leadership of South Baltimore Community Associations
LiUNA!
Living Classrooms
Living Classrooms Foundation
Locust Point Civic Association
Macedonia Baptist Church
Maryland Center for Construction Education & Innovation
Maryland New Directions
Maryland Non-Profits
Maryland Washington Minority Companies Association

Maryland Department of Labor Licensing & Regulation
Mayor's Office of Employment Development
Mayor's Office of Employment Development, The Re-entry Center
Mergenthaler Vocational-Technical High School
Mid-Atlantic Carpenters' Training Centers
Mondawmin Coordinating Council
Morgan State University
Mt. Pleasant Baptist Church
Mt. Winans Community Association
Mt. Zion Baptist Church
National Federation of the Blind
New Psalmist Baptist Church
New Shiloh Baptist Church
Office of the State's Attorney for Baltimore City
Omega Psi Phi fraternity
One Baltimore
Operating Engineers Local 37 Apprentice Training School
Our Daily Bread Employment Center
Painters and Allied Trades
Pauls Place Outreach
Plumbers & Steamfitters Local Union 486
Port Discovery Museum
Potential Me
President's Roundtable
Project JumpStart (of Job Opportunities Task Force)
Reach High / Baltimore Rowing Club
REACH!
Reading Partners
Riverside Neighborhood Association
Ronald McDonald House
Roofers & Waterproofers Local 30
Second Chance
ServingTalent
Sharp-Leadenhall Baptist Church
Sharp-Leadenhall Planning Committee
South Baltimore Partnership
Southern Baptist Church
Strong City Baltimore
The Annie E. Casey Foundation
The Baltimore Chapter of the Links Incorporated
The Brain Trust- The Associated Black Charities
The Harbor City Chapter of the Links Incorporated
The Patapsco River Chapter of the Links Incorporated

Union Baptist Church
University of Baltimore
University of Maryland Baltimore County
Vehicles for Change
Visit Baltimore
Waterfront Partnership
Westport Neighborhood Association
YearUp
YMCA

SCHEDULE A

CAPABILITY STATEMENT

Mayor's Office of Employment Development
417 E. Fayette Street, Suite 468
Baltimore, MD 21202

www.oedworks.com

The Mayor's Office of Employment Development (MOED) coordinates and directs workforce development initiatives responsive to the needs of Baltimore City employers and job seekers in order to enhance and promote the local economy.

MOED's vision is that every Baltimore resident maximize his/her potential and all employers have the human resources to grow and prosper --- creating a workforce system that works.

Business Services Contact Information:

Rosalind Howard, Manager
3001 E. Madison Street
Baltimore, MD 21205
443-984-3014
410-361-9648 (fax)
business@oedworks.com

Employ Baltimore is the business services marketing strategy for MOED.

We are a professional business service that provides customized workforce solutions to Baltimore area businesses.

Business & Training Services

- No cost job posting, outreach and recruitment
- Pre-screening and assessment of applicants
- Tax credit information
- Human resources support
- Job fairs and on-site recruitment
- Business network forums
- Digital learning labs
- Customized training for new employees

Connecting the Workforce

MOED has One-Stop Career Centers and Community Job Hubs in Baltimore City where job seekers with a wide range of occupational skills, educational backgrounds and work experiences access employment and training opportunities. MOED's Business Services staff will work with your company to coordinate recruitment and match qualified jobseekers based upon your skill requirements. All applicants are pre-screened by MOED's professional staff at no cost to your company!

MOED Business Services 443.984.3014 business@oedworks.com www.oedworks.com

- Community hiring project management
- Academic remediation resources
- Grants for incumbent worker skill upgrade training
- Management of the Employ Baltimore Executive Order
- Links to local and state economic development initiatives and resources
- Professional outplacement services
- Construction
- Hospitality and Tourism
- Port and Port-Related Services
- Sustainable Energy and Environmentally-Driven Services

SCHEDULE B



Designed to promote local hiring,

Employ Baltimore

is a collaborative campaign led by the Baltimore Workforce Investment Board and the Mayor's Office of Employment Development. Coordinating with a diverse workforce partner network comprised of regional training vendors and educational institutions, gives employers an efficient, quick and reliable method for finding qualified city residents to fill their job needs.

Job-ready local workforce

To ensure that employers are connected with qualified applicants, all referred job seekers meet the newly updated, employer-vetted 21st Century job Readiness Standards and possess the skills and abilities that proves Baltimore City does indeed have a pool of viable, prepared and productive local residents ready to work for companies representing all industries. In addition, all referrals must have a minimum of:

- a high school diploma or CED
- work experience
- a personal pre-screening interview with MOED professional staff or with a formal workforce partner organization

Job seekers are identified from an expanding talent database, which categorizes applicants by skills, industry-recognized credentials and academic/occupational certifications to customize successful matches to employer needs.

Easy Employer Access

Employers can easily submit their job openings online by completing a Job Posting Application found on the Business Services section of MOED's website, www.oedworks.com and emailing it to business@oedworks.com. They can also complete their job order by:

- calling 443-984-3014
- faxing 410-361-9648
- mailing to:
MOED Business Services
3001 E. Madison Street
Baltimore MD 21205

All employers submitting a job posting will be contacted by an MOED Business Services Representative within one business day to begin matching pre-screened candidates with the job openings.

No-Cost Business Services

Employers contacting MOED have access to MOED's no-cost business services including:

- | | |
|--------------------------|--------------------------------|
| ◆ Outreach & recruitment | ◆ Pre-screening and assessment |
| ◆ Referrals | ◆ Labor market intelligence |
| ◆ Tax credit information | ◆ Bonding |
| ◆ Training | ◆ Outplacement services |

SCHEDULE C

WORKFORCE PLAN

Contractor:		
Total Bid Amount	Start Date:	End Date:
Total # of Employees on Payroll:	Woman or Minority Owned Business:	
<input type="checkbox"/> 0-50 <input type="checkbox"/> 51-100 <input type="checkbox"/> 101-150 <input type="checkbox"/> 151-200+	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Contractor Contact Information (person Responsible for working with MOED to achieve local hiring goals)		
Contact Name		
Work Address		
City, State, & Zip		
Telephone #	Office	Cell
Email Address		

WORKFORCE PLAN	Projected Number of Workers Required to complete this project	Total Number of Current Employees on payroll	Projected Number of New Hires for this entire project

1. Is recruitment required for new hires by the Contractor? No Yes How soon? ____ days
2. If no, will former workers be brought back? No Yes How Many? _____
3. Is recruitment required for any of your subcontractors? No Yes
If so, have them complete plan.
4. Does the contractor have openings on other projects? No Yes
5. If recruitment is required, complete chart below and attach job descriptions for each.

Position Title	# Jobs	Skills Required	Wage Rate	Experience Level (1=skilled, 2=entry, 3=no experience)

By signing below, I attest that the information above is accurate to the best of my knowledge and ensure that my company will put forth our best practical effort to hire local residents for all job openings available as a result of this project. This will assist to achieve the project hiring participation goals.

Company

Signature of Authorized Company Representative

Date

SCHEDULE D

MANPOWER REPORT

Name of Contractor/Sub-Contractor: _____

The Manpower Report below represents employment and hiring activity for the period of:

MANPOWER REPORT

Total number of workers on payroll since the project's inception	
Total number of hours worked since the project's inception	
Total number of workers on payroll for this period	
Total number of hours worked during this period	
Number of Baltimore City residents on payroll for this period	
Number of hours working during this period by Baltimore City residents	
New positions filled during this period	
New positions filled by Baltimore City residents	

By signing below, I attest that the information above is accurate to the best of my knowledge and ensure that my company has made a good faith effort to hire local residents for all job openings available as a result of this project. This information can be utilized for reports and to determine if my company is meeting goals as previously negotiated.

Name (print): _____

Signature: _____

Title: _____

Date: _____