

**BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2024**

Issued: June 20, 2024
Reissued: June 25, 2024
Work Session: June 25, 2024
Legislative Day No. 12: July 1, 2024

*The accompanying notes are
compiled from unaudited
information provided by
the Administration and
other sources.*



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

July 1, 2024

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**AGENDA
BALTIMORE COUNTY COUNCIL
LEGISLATIVE SESSION 2024, LEGISLATIVE DAY NO. 12
July 1, 2024 6:00 P.M.**

CEB = CURRENT EXPENSE BUDGET
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COUNCIL

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- 2 Bill 42-24 – Mr. Crandell – Zoning Regs. – Uses Permitted in the B.M. and B.R. Zones – Industrial Uses in the Back River Area
- 3 Bill 43-24 – Mr. Marks – Zoning Regs. – Eco Park Overlay District

MATT CARPENTER, DEPUTY DIRECTOR, OFFICE BUDGET AND FINANCE

- 5 Bill 44-24 – Mr. Patoka(By Req.) – Employees’ Retirement System

PETE GUTWALD, DIRECTOR, DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS

- 8 Bill 45-24 – Mr. Patoka(By Req.) – Development Impact Fee

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- 10 Bill 46-24 – Mr. Marks – Zoning Regulations – Uses Permitted – B.L. Zone – Community Buildings and Fraternal Organizations
- 11 Bill 47-24 – Mr. Patoka – County Charter – County Council – Composition – Number of Councilmembers

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FAITH THOMAS, CHIEF, REAL ESTATE COMPLIANCE

- 17 1. Contract of Sale – Ajaz and Suleman Janjua – Acquisition of parcel – 6745 Windsor Mill Road, 21207 – Windsor Mill Project

WHIT TANTLEFF, BALTIMORE COUNTY PUBLIC SCHOOLS

CHRIS HARTLOVE, BALTIMORE COUNTY PUBLIC SCHOOLS

- 20 2. BAT – Baltimore County Public Schools

SETH BLUMEN, ENERGY & SUSTAINABILITY COORDINATOR, DEPS

- 24 3. Amendment to Contract – Noresco, LLC – Energy-related capital improvements/reduction of energy consumption – county-owned and/or operated facilities

LAUREN BUCKLER, ACTING DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

- 29 4. Purchase Order – JW Environmental, LLC – One-time maintenance/re-bedding of media filters – Phoenix Water Treatment Plant

DEBRA SHINDLE, CHIEF, PROPERTY MANAGEMENT

- 32 5. Purchase Order – Hodges Window and Glass, LLC – Ext. window replacement/glazing services – Victory Villa Senior Center
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MICHELLE MILLS, DEPARTMENT OF AGING

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54 12. Purchase Order – Robson Forensic, Inc. – Expert witness report and testimony – on-going litigation

LAWRENCE RICHARDSON, DEPUTY DIRECTOR, DEPARTMENT OF HEALTH & HUMAN SERVICES

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WALT PESTERFIELD, DIRECTOR, DEPARTMENT OF CORRECTIONS

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SCOTT EBBERT, ASSISTANT CHIEF, FIRE DEPARTMENT

- 87 5. Memorandum of Understanding – Board of Trustees of the Community College of Baltimore County – Educational and technical instructions – public safety employees

COUNCIL

6. Reappointment – Mr. Patoka(By Req.) – Police Accountability Board – Nigeria Rolling-Ford
7. Reappointment – Mr. Patoka(By Req.) – Police Accountability Board – Dawn Dishon-Feuer
8. Appointment – Mr. Patoka(By Req.) – Baltimore County Ethics Commission – Hunter Piel
9. Reappointment – Mr. Patoka(By Req.) – Baltimore County Animal Hearing Board – Jacqueline Scott
10. Appointment – Mr. Patoka(By Req.) – Director – Department of Social Services – Mark Millsbaugh

Mr. Patoka

**Zoning Regs. – Uses Permitted in the B.L.R. Zone – Animal Boarding Place –
Class B, Commercial Kennel Veterinarian’s Office Veterinarium, or
Combinations Thereof**

Bill 41-24 adds a new by-right use to the Business Local Restricted (B.L.R.) Zone. Specifically, the bill would permit as a matter of right an Animal Boarding Place – Class B, Commercial Kennel, Veterinarian’s Office, Veterinarium, or combinations thereof that are located within a single building with direct vehicular access to an arterial street. However, such use must be part of a contiguous area of land zoned B.L.R. that is adjacent to a Business Local (B.L.) Zone. In addition, Section 421 of the Zoning Regulations regarding such uses shall not apply.

With the affirmative vote of five members of the County Council, Bill 41-24 will take effect 14 days from the date of its enactment.

Mr. Crandell

**Zoning Regs. – Uses Permitted in the B.M. and B.R. Zones –
Industrial Uses in the Back River Area**

Bill 42-24 permits certain industrial uses under certain conditions in the Business, Major (B.M.) and Business, Roadside (B.R.) Zones in certain locations in the Back River area. Specifically, the bill permits as of right all uses permitted under Sections 253.1.A and 253.1.B of the Zoning Regulations, except that grain processing is prohibited. In addition, a contractor's equipment storage yard is permitted by right and a car wash is permitted by special exception. However, there are significant locational requirements for such uses to apply to a property.

The uses must be located on a development tract, which may include one or more lots under common ownership or control, which:

- is at least 30 acres in size;
- has either a Commercial, Town Center Core (C.T.) or Commercial, Community Core (C.C.C.) overlay district; and
- is located within:
 - the Chesapeake Enterprise Zone as of January 1, 2024; and
 - 4,000 feet of Back River Wastewater Treatment Plant, as measured from the Plant's external tract boundary.

With the affirmative vote of five members of the County Council, Bill 42-24 will take effect 14 days from the date of its enactment.

Mr. Marks

Zoning Regs. – Eco Park Overlay District

Bill 43-24 establishes an Eco Park (E.P.) Overlay District. The E.P. District may be applied to a tract, which may include one or more lots under common ownership, the majority of which must be located inside the URDL, for nonresidential uses which shall designate a minimum of 60% of the tract acreage as an Eco Park Green Restoration Area.

Bill 43-24 sets several special definitions for terms regarding the E.P. District. Specifically, “Eco Park” means the development of a tract, which may include one or more lots under common ownership, for nonresidential uses which shall designate a minimum of 60% of the tract acreage as an Eco Park Green Restoration Area. “Eco Park Green Restoration Area” means a delineated area, and includes the following restorative environmental features or green energy initiatives:

- Restorative environmental features, including: wetland mitigation banks; forest mitigation or forest conservation banks; forest conservation easements; forest mitigation easements; and conservation easements held by the Maryland Environmental Trust; the Land Preservation Trust; NeighborSpace of Baltimore County, or a similar entity.
- Green energy initiatives, including: eco park solar facilities; wind renewable energy facilities; energy storage devices, including battery storage; hydro-electric facilities; thermal biomass systems; and solar water heating systems.

The term “Eco Park Solar Facility” is also defined in the bill and means a ground-mounted and/or rooftop solar that includes a series of one or more solar collector panels or solar energy systems that are placed in an area on a tract of land for the purpose of generating photovoltaic power for commercial use and does not constitute a solar facility.

Nonresidential uses permitted in the E.P. District shall be those uses permitted in Sections 253.1, 253.2 (Manufacturing Light (M.L.)) by right and by special exception, respectively), 256.1, and 256.2 (Manufacturing Heavy (M.H.)) by right and by special exception, respectively) of the Zoning Regulations. Eco Park Green Restoration Area uses are permitted as a matter of right.

Eco Park uses in the E.P. District shall not be subject to any other bulk, height, area, shared yard space, or other special regulations applicable to the underlying zoning classification or those contained in the Comprehensive Manual of Development Policies (“CMDP”). In addition, Eco Park uses shall not be subject to any special regulations relating to plans and permits, natural resources and scenic views applicable to the underlying zoning classification or those contained in the CMDP. As noted, an Eco Park shall designate a minimum of 60% of the tract acreage as an Eco Park Green Restoration Area.

The bill also sets forth green design standards, including the following:

- Any building in an Eco Park shall be designed to achieve green building standards equivalent to the silver standard of either the Leadership in Energy and Environmental Design (LEED) or the National Green Building Standard (NGBS).
- Any building in an Eco Park with a roof area of 100,000 square feet or greater shall be designed to incorporate rooftop solar on at least 50% of the roof area.
- The provisions of Article 4F of the Zoning Regulations (related to Solar Facilities) do not apply to an Eco Park Solar Facility.

As to density, Bill 43-24 states that the buildings in the tract outside of the designated Eco Park Green Restoration Area shall be limited to a maximum floor area ratio of 0.4. The minimum number of off-street parking spaces provided shall be one space per employee on the largest shift.

With the affirmative vote of five members of the County Council, Bill 43-24 will take effect 14 days from the date of its enactment.

Mr. Patoka (By Req.)

Office of Budget and Finance

Employees' Retirement System

Bill 44-24 as introduced amends provisions relating to the pensions of sworn members of the Police Department on Pay Schedule IV, Deputy Sheriffs on Pay Schedule XIII, and Group 4 Plan B members who are sworn personnel of the Fire Department on Pay Schedule V. As discussed at the work session on June 11, the Administration has provided several amendments to Bill 44-24. The Administration advised that all provisions in the bill as amended are products of labor negotiations.

Members of the Police Department

Beginning January 1, 2025, according to the bill as introduced, the following contribution rate increases shall apply to sworn members of the Police Department on Pay Schedule IV who are ERS members; these increases will partially cover (approximately 69% of) the cost of an enhanced accidental disability benefit effective on July 1, 2024 (discussed below).

- The minimum contribution rate shall be 9.55%.
- For a member hired between July 1, 2007 and June 30, 2014, the contribution rate shall be 10.85%.
- For a member hired on or after July 1, 2014, the contribution rate shall be 11.35%.

However, as discussed at the work session on June 11, the bill as amended strikes changes to Sections 5-1-203(11)(iv) and (12)(iv) regarding sworn members of the Police Department on pay schedule IV because the final agreement does not include an increase to the member contribution rates.

Beginning July 1, 2024, the minimum retirement allowance for a Police Officer on Pay Schedule IV retiring with an accidental disability shall be equal to sixty-six and two-thirds ($66\frac{2}{3}$) percent of the member's average final compensation; under current law, this benefit is equal to fifty (50) percent of the member's average final compensation. An amendment adds language to Section 5-1-226(3) to reflect the pension formula if such a member is eligible for an accidental disability

and has more than 28 years and 4 months of creditable service (at 28 years and 4 months of creditable service, the member's pension would reach 66⅔ percent of the member's average final compensation).

As introduced, these changes within Bill 44-24 will result in annual increases to the County's contribution to the ERS; the associated annual increase in the County's FY 2026 contribution would total approximately \$94,000, according to the System's actuary. However, as amended, based upon the actuary's calculations, the changes will result in an increase to the County's FY 2026 contribution of \$187,000 because the increases to the member contribution rates were removed.

Deputy Sheriffs

Beginning July 1, 2024, the contribution rate for Deputy Sheriffs on Pay Schedule XIII shall be 10.3% for an ERS member who began their service on or after July 1, 2007 and before July 1, 2011, and 12.3% for an ERS member who began their service on or after July 1, 2011.

The accrual for Retirement for Deputy Sheriffs retiring with less than 20 years of creditable service for members hired prior to July 1, 2007 is increased from a split benefit that includes 1.82% or 55ths denominator for service years prior to July 1, 2007 and 1.43% or 70ths denominator for service years on or after July 1, 2007 to 1.82% or 55ths denominator for all service years. The Administration advised that since a majority of the pre-July 1, 2007 members have already reached 20 years of service, there would be no cost impact for those members.

The accrual for Retirement for Deputy Sheriffs retiring with less than 25 years of creditable service for members hired on or after July 1, 2007 is increased from 1.43% or 70ths denominator to 1.82% or 55ths denominator for all service years.

According to the System's actuary, these changes will result in an increase to the County's FY 2026 contribution to the ERS of approximately \$73,000.

Group 4 Plan B members who are sworn personnel of the Fire Department

As introduced, the bill replaces the age 60 with 10 years of creditable service for retirement eligibility with age 55 with 10 years of creditable service effective July 1, 2024. The 30-year at any age retirement eligibility will remain unchanged. The Administration advised that the County would pick up the cost of this benefit and that the first-year cost to the pension plan is estimated to be 0.27%, or \$157,000. The Administration further advised that there would be an OPEB

impact estimated at 1.83% of the Plan B Firefighter payroll, or \$913,929, had the OPEB plan been prefunded; however, since the OPEB Plan is not prefunded, the cost is expected to be much lower starting with a first year estimated cost of \$7,000. However, as discussed at the work session on June 11, the bill as amended strikes changes to Sections 5-1-217(b)(3) and 5-1-230(b) regarding Group 4 Plan B members who are sworn personnel of the Fire Department because an agreement has not been finalized.

As introduced, all three sections of Bill 44-24 together would result in an increase to the County's FY 2026 contribution to the ERS of approximately \$324,000, and an additional County contribution totaling \$3.1 million, in today's dollars, over the next 15 years. As amended, the remaining two sections of Bill 44-24 together would result in an increase to the County's FY 2026 contribution to the ERS of approximately \$260,000, and an additional County contribution totaling \$1.9 million, in today's dollars, over the next 15 years.

With the affirmative vote of five members of the County Council, Bill 44-24 will take effect on July 1, 2024.

Mr. Patoka (By Req.)

Department of Permits, Approvals and Inspections

Development Impact Fee

Bill 45-24 amends the method of calculation and timing of collection of development impact fees for new residential development. In general, local governments assess development impact fees and/or excise taxes in order to generate revenue to improve infrastructure and public school and public safety facilities as demand for those services increases from the new development. Currently, the County assesses a development impact fee on new residential development at 1.5 percent of gross sales price and collects the fee at time of settlement or prior to the issuance of a use and occupancy permit.

Bill 45-24 would move the time when development impact fees are collected to prior to the issuance of a building permit rather than at the time of settlement or prior to the issuance of a use and occupancy permit. Additionally, the bill would change the method of calculation to a set dollar amount per square foot instead of a percentage of sales price. Specifically, the fee will be \$6.00 per square foot. As a result of these changes, the definition of “gross sales price” is no longer required and is therefore removed, and the definition of “development impact fee” is updated.

Most peer jurisdictions across Maryland charge impact fees/excise taxes as a flat fee or as a rate per square foot, with Baltimore County being the lone exception that charges as a percentage of gross sale price. The Office of Budget and Finance advised that under the current development impact fee structure, out of 1,674 residential building permits issued in CY 2023, 41 are expected to result in an impact fee at the time of sale, with anticipated revenue totaling \$242,287. The Office further advised that under the proposed fee change, these 41 permits would instead result in \$1,587,114 of impact fee revenue. The average size of the dwellings for these building permits is 5,405 square feet.

Under the current development impact fee structure, for a home selling for \$393,962 (the average sales price of a home in Baltimore County in CY 2023), the development impact fee would be \$5,909. Assuming that a new home of 5,405 square feet would sell for twice that amount, or

\$787,924, the current impact fee would be \$11,819. Under the proposed fee structure, the development impact fee for this same home would be \$32,430, or almost triple the current fee. By way of comparison, the FY 2024 development impact fee/excise tax for a 5,405 square foot single-family detached home in other local jurisdictions would be as follows:

- Anne Arundel County: \$21,546
- Harford County: \$6,000
- Montgomery County (with no easy access to public transportation): \$56,274

For a more modest-sized single-family attached home of 2,400 square feet, the FY 2024 development impact fee/excise tax would be as follows:

- Anne Arundel County: \$16,217
- Harford County: \$4,200
- Montgomery County (with access to public transportation): \$29,569
- Baltimore County: \$14,400

With the affirmative vote of five members of the County Council, Bill 45-24 will take effect 45 days after its enactment.

Mr. Marks

Zoning Regulations – Uses Permitted – B.L. Zone – Community Buildings and Fraternal Organizations

Bill 46-24 amends the community building use in the Business, Local (B.L.) Zone. Currently, a community building or other structure or land use devoted to civic, social, recreational, and educational activities is permitted by right in the B.L. Zone. However, the current law prohibits the use of a community building as a catering hall and requires the community building to be located in a shopping center in the C.C.C. District. Last, the community building must have a minimum gross floor area of 125,000 square feet.

The bill makes the community building use more generally applicable in the B.L. Zone by eliminating the catering hall prohibition, the locational requirement, and the minimum size requirement. Last, the bill includes fraternal organizations in the list of types of activities a community building may be devoted to.

With the affirmative vote of five members of the County Council, Bill 46-24 will take effect 14 days from the date of its enactment.

Mr. Patoka

County Charter – County Council – Composition – Number of Councilmembers

Bill 47-24 amends the County Charter to increase the membership on the County Council to nine members, all elected by district, starting with the 2026 election. The bill also revises the Councilmanic districts accordingly, contingent upon approval of the ballot question by Baltimore County voters. The bill includes several other Charter amendments required by this change to take effect after the 2026 election, including increasing the membership of the Planning Board and the Board of Appeals.

Beyond the Council composition changes, the bill also amends the Charter to require that, for the purposes of determining compensation, membership on the County Council shall be considered a full-time position. Last, the bill revises the Charter provision governing the Redistricting Commission, including membership and its scope.

History of Council Expansion

Baltimore County adopted a Charter style of Government in 1956, establishing a County Executive and a 7-member County Council. As the Council was originally established, Councilmembers represented the district in which they lived, but all members were elected county-wide. In 1972, the Charter was amended to the current election process where only the voters of the district elect their Councilmember.

In 1950, the County's population was 270,273. By 1960, the County had added 222,155 residents, leading to a population of 492,428. This remains the fastest period of population growth in Baltimore County's history. At that time, the average number of residents per Council district was 70,346. Since then, the County's population has grown to 854,535 residents, according to the 2020 U.S. Census. As such, the current average number of residents per Council district is 122,076.

The question of whether to increase the membership of the Council has been considered several times since 1956 in many different contexts. The 1978 Charter Review Commission recommended that the County “increase the number of Council members to eleven so that the number of constituents each Council member must serve will be reduced, Council members will be better able to represent the constituents they have, and the Council as a body will be better able to grapple with the growing complexity of Baltimore County government.” In the early 1990s, two advocacy groups, from the Dundalk-Essex area and the Randallstown-Pikesville area, made attempts to gather the required 10,000 signatures to place a question on the 1992 ballot and increase the Council membership to nine. Together, the groups collected a little over 7,000 signatures.

In the early 2000s, civil rights groups called for the Council to either expand its membership or create a majority-Black district in response to the County’s changing demographics. In 2001, the Council created the County’s first majority-Black district, and at that time considered but ultimately rejected a bill put forth by then-Councilman Doug Riley to expand the Council to nine members, opting instead to create a redistricting reform commission.

The 2017 Charter Review Commission reviewed the possible expansion of the County Council from seven members to nine, including the potential of at-large members. A majority of the Commission declined to recommend expansion of the Council, concluding that the ratio between a Councilperson and the population in each district was not excessive; however, the Commission noted that, “based on the original composition of the County, the population, and the number of Councilmembers, it is logical to consider a possible increase in the size of the Council in the future, particularly as the population has more than doubled and continues to increase.” As part of its reasoning, the Commission pointed to “the fiscal impact associated with the addition of two new districts, both in initial, start-up and capital costs,” and noted the “yearly increases in the budget” as well as “advances in technology [that] have increased accessibility and communication between constituents and their elected representatives.”

In 2021, in response to the continued demographic shifts of the County, civil rights advocacy groups again called on the Council to either increase the number of districts or draw a second majority-Black district. There was also a signature collection campaign to place a question on the 2022 ballot to increase the Council to 11 members, all elected by district. This group was not successful for the 2022 ballot; however, the group restarted its campaign to place the same question on the 2024 ballot.

Council Structure Workgroup

On October 16, 2023, the County Council passed Resolution 32-23 which created the Baltimore County Structure Review Workgroup (the “Workgroup”). This advisory body was created to conduct research and make recommendations on the size and structure of the Baltimore County Council and related matters. As required by Resolution 32-23, the Workgroup conducted research on the composition of peer legislative bodies in the State of Maryland and nationwide and reviewed demographic data and trends for Baltimore County and the State. The Workgroup also obtained data on the potential taxpayer costs associated with a potential increase in the number of Councilmembers.

The Workgroup consisted of 11 voting members and met nine times (in-person and virtually) between November 30, 2023 and March 25, 2024. Through November, December, and early January, the Workgroup received staff presentations on the research topics required under Resolution 32-23. Additionally, staff prepared research packets and a Council Expansion Fiscal Report, as well as supplemental information and research requested by individual members.

In order to gather public input, the Workgroup created a dedicated e-mail address where the public could submit written testimony. The Workgroup also held three public hearings. The Workgroup first held a virtual public hearing to gather general public input on January 22, 2024. After publishing a draft report, the Workgroup also held two in-person public hearings – one in White Marsh and one in Woodlawn – to receive specific public feedback on a set of preliminary recommendations in the report.

The Workgroup published its final report and recommendations (the “report”) on March 31, 2024, which can be found on the Council’s website. Appended to the report are a summary of public input, the text of Resolution 32-23, all Workgroup meeting minutes, all research packets presented to the Workgroup, including a fiscal impact report, and relevant sections of the County Charter. Recordings of all meetings and public input hearings are available on the Council’s website.

Workgroup Recommendations

At the Workgroup’s final meeting March 25, 2024, the Workgroup unanimously voted to approve the report with its final recommendations as follows.

- 1) The Baltimore County Council should expand to nine Councilmembers, all elected by district.
- 2) A Charter amendment question to expand the County Council should be placed on the 2024 ballot for the voters to decide.

- 3) The additional Councilmembers should be elected at the next Councilmanic election in 2026.
- 4) The compensation for Councilmembers should be increased to be commensurate with full-time professionals.
- 5) The County Council's staff budget should be increased proportional to the additional Councilmembers.
- 6) A new provision should be added to the Charter that requires an automatic increase or decrease in the number of Councilmembers based on certain population threshold increases or decreases being reached and linked to the County's normal redistricting cycle and total population, as reported by the decennial Census.

Bill 47-24

Bill 47-24 amends the County Charter to enact the Workgroup's first four recommendations. To enact the first recommendation, the bill amends Section 201 regarding composition of the Council to increase the number of members from seven to nine and Section 206 regarding the number of Council districts to increase the number of districts from seven to nine. To enact the second recommendation, Section 6 of the bill places a question regarding the Charter amendments in the bill on the 2024 ballot.

The third recommendation is enacted by several related provisions. The first step is passage of a bill by the County Council to amend the relevant Charter sections, which may only pass by an affirmative vote of at least five Councilmembers. The second step is the placement of a question on the general election ballot. If a majority of the voters approve the ballot question, the Charter amendment is ratified and goes into effect 30 days after the election. The third step is a revision of the Councilmanic districts from a seven-district configuration to a nine-district configuration by the County Council.

Section 1 of the bill states the Charter amendments related to the first step. Section 6 of the bill requires that a ballot question regarding the provisions of Section 1 be placed on the November 5, 2024 general election ballot (step 2). Sections 3 and 4 of the bill (as well as the exhibits attached thereto) revise the configuration of the Council districts in accordance with the third step. Section 9 of the bill states this new configuration shall be effective 30 days after the 2024 general election and be applicable to the general election on November 3, 2026. Section 8 of the bill states that Sections 3 and 4 (the revision of Council districts) are contingent on the ratification of the 2024 ballot question by the voters of Baltimore County. This "contingency" provision means that if the bill is passed but the 2024 ballot question regarding section 1 is not approved by a

majority of Baltimore County voters, then Sections 3 and 4 shall be null and void with no further action required by the County Council.

There are three additional related provisions of the Charter that are necessary to amend if the number of Councilmembers is increased. These three provisions are found in Section 2 of the bill. These sections will be included in the 2024 ballot question but will not go into effect until 30 days after the 2026 election.

The first related Charter provision is Section 522 regarding the membership of the Planning Board. Currently, Section 522 states that the Planning Board consists of 15 members, with eight members being appointed by the County Executive and each member of the County Council appointing one member, for a total of seven Council appointees. The bill increases the total number of Planning Board members to 17 to accommodate potentially two additional Councilmembers. The bill also revises the staggered-term provision such that the terms of at least five members shall expire every year.

The second related Charter provision is Section 601 regarding the membership of the Board of Appeals. Currently, Section 601 states that the Board consists of seven members. The bill amends this to state that the membership shall consist of “an equal number of members as the number of County Councilmembers established by this Charter.” The bill also amends the political composition requirement to state that no more than two-thirds of the Board (meaning six out of nine), rather than five members, may be registered as members of the same political party.

The last related Charter provision is Section 1201 regarding termination of the Charter. Currently, Section 1201 states that the Charter may be terminated by an affirmative vote of at least six (of the seven) members of the Council. The bill amends this number to eight (of the nine).

In addition to the Council size recommendations, Bill 47-24 also enacts the Workgroup’s fourth recommendation that “the compensation for Councilmembers should be increased to be commensurate with full time professionals.” Specially, Section 1 of the bill amends Charter Section 204 regarding compensation to add a sentence that states “membership on the council shall be considered a full-time position for the purpose of determining compensation.” This is the same language that appears in the Charters for Montgomery and Prince George’s Counties to indicate that their Councilmembers should be compensated as full-time professionals.

Section 1 of the bill makes some related changes to Charter Sections 206 and 207. Specifically in Section 206, the bill clarifies that, following the 2026 general election, revisions of Council districts may only be enacted through the redistricting process set forth in Section 207. This change specifies when such a revision can occur to two circumstances only: after each decennial census; or upon ratification of Charter amendments to increase or decrease the number of Council districts.

In Section 207, subsection (a) is revised to allow the Council to establish a redistricting commission the year after ratification of Charter amendments to increase or decrease the number of Council districts, in addition to the existing circumstance the year after a decennial census. The prohibition on recommending legislation to increase or decrease the number of Council districts is also revised to allow such a recommendation if the redistricting commission was established pursuant to ratification of relevant Charter amendments to increase or decrease the number of Councilmembers.

Finally, the bill also changes the membership of a redistricting commission, as set forth in Section 207(a). Currently, a redistricting commission is composed of five members appointed by the County Council. The bill amends this to state the commission shall be composed of an equal number of members as the number of County Councilmembers established by this Charter, with one member nominated by each Councilmember and confirmed by the County Council.

A final provision in the bill is related to the Baltimore County Board of Education. Currently, § 3-2B-01 of the Education Article of the Annotated Code of Maryland relating to the composition and method of election of the Baltimore County Board of Education states that there are seven elected members whose districts are the same as the Council districts. Section 5 of the bill requires the County Executive and the Council to send a letter after the 2024 general election to the County's delegation to the Maryland General Assembly stating that this section of the Maryland Code should be updated. However, Section 8 of the bill states that Section 5 is contingent upon the ratification of the 2024 ballot question and if it is not ratified by Baltimore County voters, then Section 5 shall be null and void without further action required by the County Council.

The estimated fiscal impact associated with Bill 47-24 is as follows:

- Approximately \$1.4 million in increased annual operating costs; and
- Approximately \$12.2 million in (one-time) capital improvement costs.

FM-1 (Contract)

Council District(s) 2

Office of Law – Real Estate Compliance Division

6745 Windsor Mill Road, 21207

The Administration is requesting approval of a contract to acquire land and easement access spanning approximately 0.088 acre for \$9,060 for the construction of a sidewalk along Windsor Mill Road. Ajaz Janjua and Suleman Ajaz Janjua currently own the property, which is located at 6745 Windsor Mill Road in Gwynn Oak. The property is zoned RO (Residential Office) and BL (Business Local). The acquired land will be used for a highway widening area, and the easement will be used for a temporary construction area. See Exhibit A.

Fiscal Summary

Funding Source	Purchase Price	Notes
County ⁽¹⁾	\$ 9,060	⁽¹⁾ Capital Projects Fund.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 9,060</u>	

Analysis

The County’s appraisal consultant, Everett Benfield Advisors, completed an appraisal of the property effective November 29, 2022, recommending a value of \$9,060. After review and analysis, the County’s review appraiser concurred with the appraisal, recommending the respective amount as just compensation for the acquisition. The Office advised that the property owner accepted the County’s offer.

The total 0.088-acre property to be acquired, including the land (0.047 acre) and the temporary construction area (0.041 acre), is part of a larger 0.398-acre parcel that is improved with a converted residence that has been used as office space.

The Department of Public Works and Transportation (DPWT) advised that construction of a sidewalk along Windsor Mill Road will be completed in three phases: phase one (current phase) will run from Woodlawn Drive to Featherbed Lane; phase two will continue to Windsor Boulevard; and phase three will continue to Rolling Road. The Office further advised that, in total, 190 acquisitions are needed for this project for all phases, and following approval of the proposed acquisition, approximately 9 remaining phase one acquisitions will require Council approval.

The Council has previously approved contracts for 23 properties totaling \$263,982. DPWT advised that estimated phase one costs for property acquisition total \$500,000; other estimated phase one costs (including design and construction costs) total \$5.0 million. As of the adoption of the FY 2025 Capital Budget, appropriations earmarked for the project total \$6.0 million, of which \$500,000 is earmarked specifically for phase two. DPWT further advised that as of June 5, 2024, the County had expended/encumbered approximately \$300,000 for land acquisition and had not encumbered any funding for construction.

County Charter, Section 715, requires Council approval of real property acquisitions where the purchase price exceeds \$5,000.

Executive Summary

PROGRAM TITLE: Windsor Mill Sidewalk Project

PROJECT NO.: 205-0286-0516

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: Ajaz Janjua and Suleman Ajaz Janjua

LOCATION: 6745 Windsor Mill Road
Baltimore, MD 21207

CONSIDERATION: \$9,060.00

PURPOSE OF PROJECT: This contract is for the purchase of Highway Widening Area 2,086 sq. ft. and a Temporary Construction Area of 1,791 sq. ft.

LIMITS OF PROJECT: 6745 Windsor Mill Road

Prepared by: Office of Law – Real Estate Compliance Division

FM-2 (Budget Appropriation Transfer)

Council District(s) All

Baltimore County Public Schools

BAT – Baltimore County Public Schools

The Administration is requesting approval of a General Fund budget appropriation transfer (BAT) totaling \$56.1 million within the Baltimore County Public Schools (BCPS) budget to provide for a technical adjustment (i.e., move certain information technology costs from the Mid-Level Administration program to the Administration program); prepaid software license fees; the Human Resources Call Center; the Kelly Services contract for teacher substitutes; special education-related non-public placements, contract-related services, legal resolutions, and early childhood programs; maintenance service contracts; and a reallocation of Concentration of Poverty funds to community-based programs. BCPS advised that the funds are available from salary savings due to higher-than-anticipated turnover and a challenging hiring environment. See Exhibit A.

Fiscal Summary

Transfer From	Program	Current Appropriation	Transfer Amount	Adjusted Appropriation
3502	Mid-Level Administration	\$ 131,789,966	\$ (4,400,000)	\$ 127,389,966
3503	Instructional Salaries & Wages	652,311,603	(42,972,890)	609,338,713
3507	Student Personnel Services	19,505,847	(500,000)	19,005,847
3509	Student Transportation Service	100,857,586	(2,090,000)	98,767,586
3510	Operation of Plant & Equipment	135,099,985	(1,400,000)	133,699,985
3512	Fixed Charges	374,843,357	(4,553,324)	370,290,033

FM-2 (Budget Appropriation Transfer)**July 1, 2024**

3515	Capital Outlay		6,570,091		(179,594)		6,390,497
						<u>\$ (56,095,808)</u>	
Transfer To							
3501	Administration	\$	68,321,597	\$	2,400,000	\$	70,721,597
3505	Other Instructional Costs		59,397,418		21,016,431		80,413,849
3506	Special Education		252,438,190		27,679,377		280,117,567
3511	Maintenance of Plant		48,137,762		4,500,000		52,637,762
3514	Community Services		1,679,379		500,000		2,179,379
						<u>\$ 56,095,808</u>	

Analysis**Source of Funds**

BCPS advised that \$56.1 million is available in the following programs:

- \$4.4 million in the Mid-Level Administration program from salary savings due to higher-than-anticipated turnover generated from vacancies and a challenging hiring environment (\$3,941,448) and a technical adjustment moving the Technical Solutions Support Group to the Administration program's Division of Information Technology (\$458,552);
- \$43.0 million in the Instructional Salaries & Wages program from salary savings due to higher-than-anticipated turnover generated from vacancies and a challenging hiring environment (\$23,887,056) and the movement of substitute compensation from salaries to the Kelly Services contract (\$19,085,834).
- \$500,000 in the Student Personnel Services program; \$2.1 million in the Student Transportation Service program; \$1.4 million in the Operation of Plant & Equipment program; \$4.6 million in the Fixed Charges program; and \$179,594 in the Capital Outlay program from salary savings due to higher-than-anticipated turnover generated from vacancies and a challenging hiring environment.

Use of Funds

BCPS advised that \$56.1 million of additional funds is needed to cover costs for the following:

- \$2.4 million in the Administration program for a technical adjustment to move the Technical Solutions Support Group from the Mid-Level Administration program to the Administration program's Division of Information Technology (\$458,552); prepaid software license fees (\$1,341,448); and the Human Resources Call Center (1 FTE and 18 contractual employees to provide information and resources to employees (current, former, and prospective) and retirees regarding benefits, retirement, payroll, etc.) (\$600,000).
- \$21.0 million in the Other Instructional Costs program for the movement of substitute compensation from salaries to the Kelly Services substitute teachers contract;
- \$27.7 million in the Special Education program for increased non-public placement costs (\$9.9 million), contract-related services (e.g., occupational, physical, and speech language therapy) (\$13.6 million), legal resolutions (\$1.9 million), additional assistants (\$1.5 million), and early childhood programs (\$823,425);
- \$4.5 million in the Maintenance of Plant program for maintenance service contracts (e.g., HVAC, plumbing, roofing) necessitated by excess vacancies; and
- \$500,000 in the Community Services program for a reallocation of Blueprint Concentration of Poverty funds to community-based programs.

This BAT would not result in an increase in the amount subject to the Spending Affordability Committee's FY 2024 spending guideline.

On June 3, 2024, the Council passed a resolution authorizing BCPS to expend non-local funds through the use of \$4.7 million of its General Fund balance to provide for the first year of a 5-year contract for an enterprise resource planning system that includes all general ledger, budgeting, payroll, purchasing, inventory, and human resources processes.

County Charter, Section 711(b), provides that "[i]nter-program transfers in excess of ten per cent of appropriations in a current expense budget between general classifications of expenditures within the same office, department, institution, board, commission, or other agency may be made by the county administrative officer only with the approval of the county executive and a majority of the total number of county council members established by this Charter."

Executive Summary

This annual budget appropriation transfer will realign funds by category with planned and projected year-end expenses. Funds are available due to savings in salary expenditures from higher-than-expected turnover. The proposed transfers are necessary to implement the FY2024 operating plan, implement the teacher substitute contract, provide for classroom supplies, support special education services, and provide for maintenance of plant. Expenditure decisions are subject to the availability of funds. With the Board's approval, this transfer will be submitted to the county executive and then to the Baltimore County Council for approval in July 1, 2024.

Prepared by: Office of Budget and Finance/BCPS

FM-3 (Contract Amendment)

Council District(s) 6

Executive Office

Energy-Related Capital Improvements/Reduction of Energy Consumption – County-Owned and/or Operated Facilities

The Administration is requesting an amendment to a contract with NORESKO, LLC to perform an energy audit and to develop comprehensive energy efficiency and guaranteed savings programs at an additional County facility – the Public Safety Building – during its Phase I Study, which currently involves the County Office Building, Historic Courthouse, and Detention Center. The original contract, which commenced November 20, 2023, provides that in the event the County does not proceed with the implementation of Phase II, the County will pay NORESKO a “Backout Fee.” The proposed amendment increases the “Backout Fee” by \$10,815 to \$53,615. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 10,815	\$ 42,800	\$ 53,615
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 10,815</u>	<u>\$ 42,800</u>	<u>\$ 53,615</u> ⁽²⁾

⁽¹⁾ Capital Projects Fund.

⁽²⁾ For the Phase I Study; however, if the County proceeds with Phase II, then the full cost of the Phase I Study (maximum of \$250,000) will be incorporated into a subsequent contract.

Analysis

In an effort to meet energy reduction goals, the County contracts with an Energy Services Company (ESCO) for energy services and energy-related capital improvements to be financed through an Energy Savings Performance Contract (ESPC). For the original contract, which commenced November 20, 2023, the County had identified three buildings, the County Office Building, Historic Courthouse, and Detention Center, for which savings and energy reduction may be provided through an ESPC. The proposed contract amendment adds a fourth building, the Public Safety Building, for similar services.

The services will continue to be provided in three phases: an energy audit and development of an ESPC (Phase I), the final design and construction (Phase II), and the performance period (Phase III). Phases II and III will be governed by an ESPC, which the Administration advised would be presented for Council approval at a later date.

Phase I

The contractor will perform a comprehensive energy audit, including an assessment of energy use, savings potential, project opportunities, and the potential for developing an ESPC. The audit will identify and recommend potential Energy Conservation Measures (ECMs) to be completed at each location and provide a definitive estimate of all costs and savings expected to result from the proposed ECMs. Upon submission of the audit, the contractor will meet with the County to discuss the audit's findings and recommendations. Should the proposed project meet minimum energy reduction requirements and be fully funded with guaranteed energy savings, and should the County accept the findings, the County and the contractor will proceed to Phase II. The Administration advised that Phase I for the original three buildings began in November 2023 and will be completed in October 2024, and Phase I for the Public Safety Building will begin upon execution of the proposed amendment and will also be completed in October 2024.

Phase II

The contractor will implement the comprehensive energy efficiency and guaranteed savings program and provide the funds necessary to cover all program costs. The contractor will guarantee the level of energy and energy-related operational costs avoidance to be achieved throughout the payback period (maximum of 20 years). Services include all project management, engineering, construction financing, recommended maintenance services, and energy measurement and verification. Reimbursement for costs will be derived solely from the County's guaranteed cost savings, and payments will never be greater than the actual cost avoidance

generated. The contract specifies that should the actual savings achieved be less than the guaranteed savings, then the contractor will reimburse the County an amount equal to the difference between the actual savings and the guaranteed savings.

Phase III

The contractor will implement, monitor, maintain, and document system and equipment settings to safeguard energy savings and cost avoidance during the payback period. In addition, the contractor will provide comprehensive maintenance and warranty services for all equipment and provide annual energy and cost avoidance reports to the County.

The Administration advised that should the County enter into Phase II, design and construction are expected to begin in January 2025. According to the contractor's proposal associated with the original contract, the initial cost estimate of ECM implementation totals approximately \$19.3 million, with annual cost savings of approximately \$1.2 million. The Administration advised that the cost estimate of ECM implementation with the addition of the Public Safety Building will be provided in October 2024 after completion of the Phase I Investment Grade Audit, with all four buildings included in the proposal for Phase II.

On November 20, 2023, the Council approved the original contract, which provided that should the County not proceed with the implementation of Phase II, then the County will pay NORESCO a \$42,800 "Backout Fee." The proposed amendment increases the "Backout Fee" by \$10,815 to \$53,615 to add the Public Safety Building to the Phase I Study. (The increase in the "Backout Fee" is based on the original contract's scope of work cost for all buildings of \$0.05/sq. ft.) All other terms and conditions remain the same.

If the County proceeds with Phase II, then the contractor will incorporate the full cost of the Phase I Study (maximum of \$250,000) into a subsequent contract (which would be presented for Council approval at a later date). The Administration advised that the costs to conduct the audit (e.g., design, engineering) generally exceed the "Backout Fee" and aren't known until completed. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the original contract through a competitive procurement process from three proposals received. According to the bid documents, there is a 30% M/WBE participation requirement.

On November 2, 2020, the Council approved a similar contract with CEG Solutions LLC to perform an energy audit and develop comprehensive energy efficiency and guaranteed savings programs at the Glen Arm Equipment Maintenance Facility and the Drumcastle Government Center. The Administration advised that the contractor is required to provide reports at the end of each performance year related to the actual performance of the project as part of measurement and verification services; the first report is due July 6, 2024. The Administration further advised that the preliminary report immediately following installation showed \$265,232 in total savings for year 1. The Administration also advised that since 2010, energy audits have been performed at numerous County-owned buildings.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

As the owner and operator of over 150 buildings, the County has identified the need to reduce energy consumption and save associated energy and maintenance costs, which can be done through an Energy Performance Contract (EPC), a budget neutral approach to make building improvements and increase operational efficiency.

Request for Proposals No.P-10000044 was released with a due date of 2/27/2023 and requested an energy performance contractor (also termed energy services company or ESCO).

The contractor will provide a range of energy-related capital improvements (energy conservation measures or ECMs), financed through a performance contract for the facilities identified: County Office Building, Historic Courthouse and the Detention Center. The County also recommends to add Public Safety Building to the scope of work through the proposed Amendment #1.

The energy performance contractor (ESCO) will ultimately be responsible for providing complete services for a turnkey project including, but not limited to:

- Design of complex energy and capital improvement projects
- Providing complete financing options
- Providing comprehensive construction management
- Providing equipment maintenance and repair/ replacement for the complete installation of ECMs, and ongoing measurement and verification (M&V) services, all of which will be funded through the guaranteed energy cost avoidance.

The proposed measures in the contract will allow the County to take major steps to reach its energy and sustainability goals, including for compliance with the State's building energy performance standards.

In November of 2023, the County executed a contract with Noresco for a Phase I Audit of the three facilities. During Phase I, Noresco is in the process of conducting a comprehensive energy audit, including a detailed engineering feasibility study of the energy and utility systems serving the facility, and effectively analyze all existing systems, equipment, operations and utility costs. The objective shall be to identify technical solutions and provide a definitive estimate of costs and savings resulting from the proposed energy conservation measures. As part of Phase I, and prior to submission for approval of Phase II, the ESCO shall prepare a Phase II Proposal finalizing the technical and economic components of the ECM recommendations approved in Phase I. If awarded a Phase II contract, Noresco shall implement the comprehensive energy efficiency and guaranteed savings program, providing the funds necessary to cover all of the costs associated with the program, and providing a guarantee of the level of energy and operational cost avoidance to be achieved throughout the payback period (20 years).

In April 2024, Noresco proposed an amendment to the Phase I Audit agreement. This amendment is based upon the County's request to add the Public Safety Building to the scope of the audit, which will require additional on-site surveys of the facility, development of baseline energy usage, development of energy and water costs, a savings opportunity summary and financial summary with cash flow analysis.

In the event that, for any reason, the County decides not to enter into a Phase II Contract for implementation with NORESCO within sixty (60) calendar days of submission of the Phase I Audit Report, Customer agrees NORESCO shall invoice Customer \$53,615 as compensation for NORESCO's work on the Phase I Study (the "Backout Fee"). This revised fee is based solely on the addition of the Public Safety Building to the project scope.

The original Phase 1 study compensation is \$42,800. With the addition of Public Safety Building, a scope of work cost of \$0.05/sq feet for created an additional \$10,815 in cost for a total compensation of the \$53,615 number in the amendment.

The term of the agreement shall be effective when executed by the County, and shall continue through the County's final acceptance for the Phase I Study.

Prepared by: Administration

FM-4 (Contract)

Council District(s) 3

Department of Public Works and Transportation

One-Time Maintenance/Rebedding of Media Filters – Phoenix Water Treatment Plant

The Administration is requesting approval of a contract with JW Environmental, LLC for the one-time maintenance and re-bedding of media filters at the Phoenix Water Treatment Plant. The contract commenced May 30, 2024 and continues through June 30, 2024. Compensation for these services totals \$60,490. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 60,490	⁽¹⁾ Metropolitan District Operating Budget.
State	--	⁽²⁾ Fixed fee for the services.
Federal	--	
Other	--	
Total	<u>\$ 60,490</u> ⁽²⁾	

Analysis

The contractor will perform one-time maintenance and re-bedding of media filters at the Phoenix Water Treatment Plant. The Department advised that media filters are used to remove suspended solids, particulates, iron, and manganese from fresh water prior to treatment. The contractor shall provide all labor, materials, equipment, appurtenances, and incidentals necessary to remove and dispose of existing filter media, internal structures, and support gravel; provide new support gravel, internal structures, filtration media (e.g., filter gravel); and regenerate the filter media prior to placing the filters back in service, except that the County will provide the GreensandPlus filtration media and chemicals for conditioning (liquid chlorine).

The contract commenced May 30, 2024 and continues through June 30, 2024. The County will pay the contractor \$60,490. The County may terminate the agreement by providing written notice.

The County awarded the contract through a competitive procurement process based on low bid from two bids received. The Department advised that there is not an M/WBE participation requirement.

The Department advised that the Office of Budget and Finance, Purchasing Division anticipated requesting the contract be placed on the Council's August 5, 2024 legislative agenda; however, due to the media filters failing at a more rapid rate than originally expected (weeks versus months), under guidance from the Purchasing Division, the Department proceeded with the necessary services prior to Council approval. The Department noted that if the filters failed, drinking water to approximately 250 homes serviced by the Phoenix Water Treatment Plant would be affected.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...." As previously mentioned, the County executed the contract prior to Council approval due to the immediate need for filter replacement. Because the Charter does not provide for emergency exceptions to the requirement for Council approval of service contracts in excess of \$25,000 per year, this situation constitutes a violation of the aforementioned section of the County Charter.

Executive Summary

This Purchase Order provides for the one-time maintenance and re-bedding of media filters at the Phoenix Water Treatment Plant, through JW Environmental, LLC. The Contractor was selected as the lowest responsive and responsible bidder, in response to the County's Request for Bid, No. B-10000246, dated May 20, 2024.

The media filters at the Phoenix Water Treatment Plant are used to remove suspended solids particulates, iron and manganese from fresh water prior to treatment. The Contractor shall provide all labor, materials, equipment, appurtenances and incidentals necessary to remove and dispose of existing filter media, internal structures and support gravel, provide new support gravel, internal structures and filtration media and regenerate the filter media prior to placing the filters back in service.

Pursuant to the County's Purchasing Manual, services exceeding \$25,000.00 in value require approval of the County Council. The Purchasing Division anticipated placing this Purchase Order on the County Council agenda for approval on August 5, 2024. However, on May 30, 2024, the Purchasing Division was contacted by the Bureau of Utilities, who indicated the current filters at the Phoenix Water Treatment plant were failing at a more rapid rate than originally expected (weeks versus months). The Bureau of Utilities was not confident that the existing filters would last until July 1, 2024, let alone August 5, 2024. Should the filters completely fail, drinking water to approximately 250 homes serviced by the Phoenix Water Treatment Plant would be affected. This would be classed as an Emergency, and an immediate threat to public health.

In order to prevent a potential threat to public drinking water, the Purchasing Division advised the Bureau of Utilities to proceed with the necessary services prior to Council approval. In accordance with Contractor's bid response, services will be completed within thirty (30) days of the notice to proceed. Treated as an Emergency, the Purchase Order will be placed on the County Council agenda at the next available meeting (July 1, 2024) for approval.

Funds have been encumbered on Purchase Order No. 10016872 through the Bureau of Utilities' Fiscal Year 2024 Cost Center 780400. In no event shall the total compensation paid to the Contractor exceed the sum of \$60,490.00 for these services.

Prepared by: Department of Public Works and Transportation

FMs-5 & 6 (2 Contracts)

Council District(s) 6

Property Management

Exterior Window Replacement/Glazing Services

The Administration is requesting approval of two contracts, with Hodges Window and Glass, LLC (FM-5) and Caplan Bros., Inc. (FM-6), to provide exterior window glass replacement/glazing services at the Victory Villa and Overlea-Fullerton Senior Centers, respectively. Each contract commences upon Council approval and continues through project completion, which Property Management estimates to be 6 months. The contracts provide that compensation may not exceed \$32,046 for Hodges Window and Glass, LLC and \$75,000 for Caplan Bros, Inc., or \$107,046 combined, for the approximate 6-month term. See Exhibits A and B.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 107,046	(1) Capital Projects Fund. (2) For the entire approximate 6-month term (\$32,046 for Hodges Window and Glass, LLC and \$75,000 for Caplan Bros, Inc.).
State	--	
Federal	--	
Other	--	
Total	\$ 107,046 ⁽²⁾	

Analysis

Hodges Window and Glass, LLC and Caplan Bros., Inc. will provide all labor, materials, and equipment necessary to perform fabrication, replacement, and installation of exterior window glass at the Victory Villa and Overlea-Fullerton Senior Centers, respectively. Specifically, the contractors will remove and dispose of the existing glass and install new double pane insulated glass; the contractors will not replace the window frames. Caplan Bros., Inc. will also replace one glass door panel. According to the bid documents, the Senior Centers will remain open for use during construction.

Each contract commences upon Council approval and continues through project completion, which Property Management estimates to be 6 months. The contracts provide that compensation may not exceed \$32,046 (including \$2,913 for contingency) for Hodges Window and Glass, LLC and \$75,000 (including \$5,050 for contingency) for Caplan Bros., Inc., or \$107,046 combined, for the approximate 6-month term. The County may terminate the agreements by providing prior written notice.

The County awarded the contracts through a competitive procurement process. Property Management advised that the Hodges Window and Glass, LLC contract was based on low bid from four bids received, and the Caplan Bros., Inc. contract was based on the second lowest bid from three bids received (the lowest bid was deemed non-responsive). According to the bid documents, there are no M/WBE participation requirements.

The County's financial system indicates that as of June 3, 2024, the County has one other contract with Caplan Bros., Inc. and no other contracts with Hodges Window and Glass, LLC.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

Property Management is requesting approval of a Purchase Order for Hodges Window and Glass, LLC, in the amount of \$32,046 for exterior window replacement/glazing at Victory Villa Senior Center.

The term of the contract will begin when executed by the County Council, for consideration on July 1, 2024 through the date upon which the bidder has fully performed the project, scope of work, and services indicated in the Purchase Order.

Prepared by: Property Management

Executive Summary

Property Management is requesting approval of a Purchase Order for Caplan Bros Inc, in the amount of \$75,000 for exterior window replacement/glazing at Overlea-Fullerton Senior Center.

The term of the contract will begin when executed by the County Council, for consideration on July 1, 2024 through the date upon which the bidder has fully performed the project, scope of work, and services indicated in the Purchase Order.

Prepared by: Property Management

FM-7 (Lease)

Council District(s) 2

Police Department

Buildings/Classroom Space – Training Facilities – Police and Fire Departments

The Administration is requesting approval of an agreement with Stevenson University, Inc. to lease approximately 44,570 sq. ft. of space at the University’s Greenspring campus for training facilities for the Police and Fire Departments. The lease commences July 2, 2024, continues through June 30, 2029, and may be renewed for one additional 1-year period. Estimated compensation totals \$7,047,408 for the initial 5-year term and \$8,667,568 for the entire 6-year term, including the renewal period. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Total Compensation
County ⁽¹⁾	\$ 7,047,408	\$ 8,667,568
State	--	--
Federal	--	--
Other	--	--
Total	\$ 7,047,408 ⁽²⁾	\$ 8,667,568 ⁽³⁾

⁽¹⁾ General Fund Operating Budget and Capital Budget (includes \$32,962 to cover the cost of improvements to the property).

⁽²⁾ Estimate for the initial 5-year term.

⁽³⁾ Estimate for the entire 6-year term.

Analysis

The County will lease approximately 44,570 sq. ft. of space at Stevenson University’s Greenspring campus (1525 Greenspring Valley Road) in various buildings for use by the Police and Fire Departments for training and on-going education.

The lease provides that the County will have exclusive use of the following areas Monday through Friday, from 5:00 a.m. to 10:00 p.m., and Saturday and Sunday, from 7:00 a.m. to 5:00 p.m.:

- Classrooms, offices, conference rooms, and breakroom and storage areas in the Rose Dawson Academic Center Building;
- Office and conference rooms, locker rooms, and other spaces in the Carolyn Manuszak Student Union Building; and
- Basement and stairwells of the Knott Hall Building in their “as-is” condition to be used for simulation and training drills only.

The County also will have shared use of the following:

- The gymnasium in the Carolyn Manuszak Student Union Building Monday through Friday, from 7:00 a.m. to 3:30 p.m.;
- The Library-Learning Resource Center as a study space for up to 100 people Monday through Friday, from 5:00 a.m. to 10:00 p.m.; and
- Campus outdoor space (e.g., grassy areas, fields) for training as needed by mutual agreement.

In addition, the County also will have access to the following areas on a mutually agreed upon schedule:

- One-third of the back parking lot and campus roadways for “traffic stop” training;
- The theater in the Rose Dawson Building (up to 20 days during the entire term); and
- The Pavilion in the Carolyn Manuszak Student Union Building (up to 20 days during the entire term).

The County will pay rent monthly at a rate of \$105,787, or \$1,269,438, for the first year. The lease provides that beginning on July 1, 2025, and on each July 1 thereafter for the term of the lease, including any renewals or extensions thereof, the rental rate shall increase by the greater of the Consumer Price Index for All Urban Consumers (CPI-U) or 5% per year. The lease states that Stevenson University will be responsible for utilities (e.g., electric, water, gas), as well as services including housekeeping, pest control, snow and ice removal, and lawn maintenance. The lease further states that Stevenson University will construct interior improvements to the leased space in the Rose Dawson Academic Center at a cost to the County of \$32,962 (including a 10% contingency). Work on these improvements will begin on or after September 16, 2024 and will be completed by October 28, 2024. The Department advised that these improvements will enable the Police and Fire Departments to expand the size of their training classes.

The lease commences July 2, 2024, continues through June 30, 2029, and may be renewed for one additional 1-year period on the same terms and conditions. Taking into consideration the cost of the interior improvements, estimated compensation totals \$7,047,408 for the initial 5-year term and \$8,667,568 for the entire 6-year term, including the renewal period. Either party may terminate the lease by providing 180 days prior written notice.

On November 21, 2022, the Council approved a 2-year and 2-month lease agreement with Stevenson University for 44,191 sq. ft. in the same training facilities as well as for an athletic field for use by the Department of Recreation and Parks. The lease commenced December 1, 2022. Property Management advised that the County is discontinuing its lease of the athletic field because the Department of Recreation and Parks determined it is not needed at the times it would be available. Property Management further advised that expenditures under the existing lease agreement totaled \$1,551,905 through May 2024. Property Management also advised that the current lease is being terminated in order to increase the leased building square footage, improve the functionality of existing classroom space via capital improvements, and discontinue the inclusion of the athletic field under the proposed lease.

County Charter, Section 715, requires County Council approval of leases of real or leasehold property in excess of \$25,000 in the aggregate.

Executive Summary

This Agreement provides for Property lease of 44,570 square feet of various buildings and classroom space of Stevenson University, Greenspring Campus for use as training facilities for the Police and Fire Departments. This lease will allow both Police and Fire the opportunity to expand their training classes by increasing the class capacity sizes to reduce vacancies and ensure more staff can be placed in the community in a more expedient fashion.

This Agreement shall commence on July 2, 2024 and continue through June 30, 2029 (the initial term). The County shall have the option to renew the lease for an additional period of one (1) year upon the same terms and conditions.

The County shall pay annual rent at the rate of One Million Two Hundred Sixty Nine Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$1,269,438.00, or \$105,786.00/month) for use of the facility, in accordance with Section 4 of the Agreement entitled "Rent". Beginning after July 1, 2025 and on each July 1 hereafter for the term of the Lease and any renewals or extensions thereof, the rental rate for the Premises shall increase by the greater of CPI-U or 5% per annum over the rate charged for the immediately preceding twelve (12) months.

Prepared by: Property Management

Police Department

Biennial Health Assessments

The Administration is requesting approval of a contract with Atlantic OccuPsych, Inc. to provide biennial mental health assessments for all sworn law enforcement officers. The contract commences July 1, 2024, continues for 1 year, and may be renewed for four additional 1-year periods. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$1,800,000 for the entire 5-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 1,800,000	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Estimate for the entire 5-year term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 1,800,000</u> ⁽²⁾	

Analysis

As part of the Maryland Police Accountability Act, the State mandates biennial mental health assessments be performed for all sworn law enforcement officers. The contractor will provide these assessments at a rate of \$295 per assessment. The Department estimates the contractor will perform 1,220 assessments annually.

The contract commences July 1, 2024, continues for 1 year, and may be renewed for four additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated

for these services for the entire contract term. The Department advised that estimated compensation totals \$1,800,000 for the entire 5-year term, including the renewal periods. The County may terminate the agreement by providing written notice.

The Department requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County. The Department advised that Atlantic OccuPsych, Inc. currently performs mental health services (including the Police mental health assessments) for County agencies as a subcontractor to the St. Paul Place Specialists, Inc. d/b/a Mercy Medical Center contract. The Department further advised that in 2023, Atlantic OccuPsych, Inc. worked closely with the Department to establish a plan to comply with the Maryland Police Accountability Act and to meet deadlines established by the State. The Department also advised that continuity of these assessments is vital to maintaining required certifications for sworn personnel. The Department advised that it is seeking a separate contract with Atlantic OccuPsych, Inc. because Mercy Medical Center assesses administrative fees in relation to billing for the assessments provided by Atlantic OccuPsych, Inc.

On June 3, 2013, the Council approved a 15-year and 3-month contract (which commenced July 1, 2013) not to exceed \$45,000,000 with St. Paul Place Specialists, Inc. for medical and administrative services for job-related injury and illness cases and employee health assessments. The County's financial system indicates that as of June 4, 2024, the County expended/encumbered \$13,625,179 under the contract. The Department advised that compensation related to the Police assessments for the period of January 2024 to June 2024 is estimated to total \$320,930, including \$20,045 in administrative fees for January through March; the fees will be waived for April through June.

County Charter, Section 902(f), states that "when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

**Subject: Contract Request for Atlantic Occupsych, Inc.
Mental Health Assessments for Law Enforcement Officers**

REQ 10016724 SCON-10002375 \$1,800,000.00

The State of Maryland mandated Biennial Mental Health Assessments be performed for all sworn law enforcement officers as part of the Maryland Police Accountability Act. As a result, the BCoPD developed a comprehensive program to schedule and perform the assessments in accordance with the terms and conditions of the legislation. Atlantic OccuPsych worked closely with our team last year to set the plan into place and meet the deadlines established by the State of Maryland. Atlantic OccuPsych is a trusted partner of the Mercy Medical Center, and currently performs mental health services for various Baltimore County agencies via the Mercy Medical Center Supplier Contract. Ensuring continuity of these assessments is vital to maintaining required certifications for our sworn personnel. The assessment method provided by Atlantic OccuPsych has been approved by the MPTSC (Maryland Police Training and Standards Commission).

Vendor Background with the County:

The services and billing provided by Atlantic Occupsyche for the BCoPD Bi-Annual Mental Health Assessments is consistent with their initial bill under SIR-10017997 in January 2024 in the amount of \$8,260.00 and remains at \$295 per individual assessment. The bills they have submitted for the months of January, February and March 2024 are also consistent with this fee structure.

Prepared by: Police Department

FM-9 (19 Contracts)

Council District(s) All

Department of Aging

Adult Day Care Services

The Administration is requesting approval of 19 contracts with health care agencies to provide adult day care services, including transportation, for eligible ill, frail, or disabled elderly County residents aged 55 and over. Each contract commences July 1, 2024, continues through June 30, 2025, and will renew automatically for four additional 1-year periods. The contracts provide that compensation may not exceed the current Medical Assistance rate as determined by the Maryland Department of Health, less any client contributions. The Department advised that estimated compensation totals \$175,270 for the initial 1-year term and \$876,350 for the entire 5-year term, including the renewal periods. See Exhibit A for a list of the 19 contractors.

Fiscal Summary

Funding Source	Initial Term	Combined Total Compensation
County ⁽¹⁾	\$ 50,000	\$ 250,000
State ⁽²⁾	125,270	636,350
Federal	--	--
Other	--	--
Total	<u>\$ 175,270</u> ⁽³⁾	<u>\$ 876,350</u> ⁽⁴⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ Maryland Department of Health and Maryland Department of Aging funds.

⁽³⁾ Estimate for the initial 1-year term.

⁽⁴⁾ Estimate for the entire 5-year term.

Analysis

The County's Adult Day Care and Senior Care Programs subsidize adult day care services to County residents with the goal of avoiding premature institutionalization. The proposed contracts are with 19 adult day care facilities located throughout the County. The Department advised that the contractors will provide medical monitoring, administration of medication, recreation, socialization, meals, snacks, and personal care services. The Department further advised that to be eligible to receive gap-filling assistance, County residents must be aged 55 and over, substantially homebound, unable to be employed, and at risk of institutionalization.

The County will pay the contractors a per-diem amount per client not to exceed the current Medical Assistance rate as determined by the Maryland Department of Health. The Department advised that the FY 2025 rate is unavailable; the FY 2024 rate, including transportation costs, is \$113.19 per day. This payment will be offset by any client contributions, as determined annually on a case-by-case basis (State sliding fee scale).

Each contract commences July 1, 2024, continues for 1 year, and will renew automatically for four additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. The contracts provide that compensation may not exceed the current Medical Assistance rate as determined by the Maryland Department of Health, less any client contributions. The Department advised that estimated compensation totals \$175,270 for the initial 1-year term and \$876,350 for the entire 5-year term, including the renewal periods. The County or the contractor may terminate the agreement by providing 30 days prior written notice. The contracts are also subject to the availability of funds and to immediate termination by the County in the event of a reduction or termination of funding.

The County awarded the contracts through a solicitation of all interested parties. According to the bid documents, there is not an M/WBE participation requirement. The Department advised that the County contracts with any provider that serves Baltimore County residents and meets Department criteria for providing these services. The Department also advised that the resident is given the option to select any of the participating facilities to attend. The Department expects 20 clients to be served in FY 2024 and 25 clients to be served in FY 2025.

The County's Procurement Affidavit requires potential contractors to indicate whether they are in good standing with the State of Maryland. We noted that, according to the State Department of

Assessments and Taxation (SDAT) records as of June 5, 2024, SH Town Square Corporate Company, Inc. is not in good standing. A contractor is deemed to be in good standing if all reports, filings, and penalties due to SDAT are up-to-date and paid and the entity has a valid, active resident agent. The Department advised that the contractor is in the process of resolving the issues that caused the loss of their good standing status with SDAT.

On July 6, 2020, the Council approved 24 similar 5-year contracts, which commenced July 1, 2020, and on June 5, 2023, the Council approved one similar 2-year and 1-month contract. The Department advised that 17 contractors currently provide these services, and that expenditures through April 2024 total \$100,144. The Department further advised that due to changes in the county-wide adult day care industry, the Purchasing Division recommended a re-solicitation; the proposed contracts replace the current contracts, and 16 of the 19 are current contractors.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

Adult Day Care/Senior Care Program

Active Day of Baltimore
Active Day of Parkville (Deerfield)
Active Day of Randallstown
Adult Medical Day Care of Overlea
Advance Adult Day Care LLC
Advanced Medical Adult Day Care
Alice Manor AMDC
Associated Catholic Charities St. Ann's
Caring Hands ADC of Dundalk
Easter Seals
Eden AMDC
Golden Days East
Hong Lok
Paradise AMDC
Renaissance AMC
Rob N Ness AMDC
SH Town Square
Shirley's Caring Heart
Today's Care and Family

BCDA (the Baltimore County Department of Aging) is requesting approval of 19 Adult Day Care contracts in the Senior Resources Program. Depending on funds available, clients may be authorized for Adult Day Care services in our Senior Care Program or our Adult Day Care Program.

The BCDA Senior Care Program is funded by the Maryland Department of Aging and the Adult Day Care program is funded by the Maryland Department of Health (MDH) to subsidize adult day care services for Baltimore County residents.

This program provides financial assistance to individuals aged 55 and over to subsidize the cost of adult day care services. Adult day care centers under contract provide medical monitoring, administration of medication, recreation, socialization, meals, snacks and personal care services. The goal of adult day care centers is to provide assistance and supervision needed to maintain physically and/or mentally impaired individuals in a community setting and avoid premature institutionalization.

The Baltimore County Adult Day Care Program has served 20 older adults in the current fiscal year and expects to serve 25 older adults in the 2025 fiscal year.

Prepared by: Department of Aging

FM-10 (Contract)

Council District(s) All

Office of Law

Legal Services

The Administration is requesting approval of a contract with Whiteford, Taylor & Preston L.L.P. to provide outside legal counsel with respect to litigation against the Baltimore County Police Department, filed in Pennsylvania. The Office advised that the contract commences upon Council approval and continues through the completion of the litigation. The Office also advised that estimated compensation totals \$35,000. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 35,000	⁽¹⁾ Self Insurance Fund.
State	--	⁽²⁾ Estimated compensation through the completion of the litigation.
Federal	--	
Other	--	
Total	\$ 35,000 ⁽²⁾	

Analysis

The contractor will provide outside legal counsel with respect to litigation against the Baltimore County Police Department, filed in Pennsylvania. The Office advised that the County’s attorneys are not admitted to the practice of law in Pennsylvania.

The Office advised that the contract will commence upon Council approval and continue through the completion of the litigation. The Office further advised that the County will compensate the firm \$500 per hour, plus reimburse expenses; if the contractor utilizes a third-party expert,

consultant, etc., it must first be approved by the County Attorney. The Office advised that estimated compensation totals \$35,000. The County may terminate the agreement by providing written notice.

The Office requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County due to the contractor's significant experience in representing the interests of police officers in state and federal court cases and because the firm has an office in Pennsylvania.

County Charter, Section 902(f), states that "when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

County Charter, Section 510, states "nothing in this article shall be construed as preventing the county executive, with the approval of the county council, from engaging the services for a temporary period of any attorney or attorneys for legal work of an extraordinary nature when the work to be done is of such character or magnitude as to require legal services in addition to those provided by the regular staff of the Office of Law."

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

Whiteford, Taylor & Preston L.L.P. has been in business since 1933, and has significant litigation experience. Its home office is in Baltimore, Maryland and has offices in several states, including the Commonwealth of Pennsylvania. The Firm regularly has experience representing the interests of police officers in state and federal cases.

The Baltimore County Police Department has been sued in the Commonwealth of Pennsylvania, and the Office of Law does not have any attorneys admitted to the practice of law in that jurisdiction.

The Office of Law would not be able to provide a defense for the Police Department since the Baltimore County Police Department has been sued in the Commonwealth of Pennsylvania and the Office of Law does not have any attorneys admitted to the practice of law in that jurisdiction. The Firm is well-credentialed and has significant expertise in representing the legal interests of police officers in state and federal cases. The Firm's expertise provides important experience and perspective that will help best protect the interests of the County.

The rate of \$500/hour is comparable to those charged by other outside legal counsel recently engaged by the County.

Prepared by: Office of Law

FM-11 (Contract Amendment #3)

Council District(s) All

Office of Law

Legal Services

The Administration is requesting approval of a third amendment to a contract with Baker, Donelson, Bearman, Caldwell & Berkowitz, PC to continue providing outside legal counsel with respect to litigation filed against the County. The original contract commenced September 3, 2021 and continues through completion of the litigation, including post-trial motions. The proposed amendment commences upon Council approval and increases the maximum compensation by \$200,000, from \$350,000 to \$550,000, for the entire contract term. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 200,000	\$ 350,000	\$ 550,000
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 200,000</u>	<u>\$ 350,000</u>	<u>\$ 550,000</u> ⁽²⁾

⁽¹⁾ Self Insurance Fund.

⁽²⁾ Maximum compensation for the entire contract term.

Analysis

The Office advised that the contractor serves as legal counsel for the County, the County Attorney, and the County's (former) Director of the Office of Budget and Finance in regard to a Public Information Act (PIA) suit currently pending in the Circuit Court for Baltimore County. The contract provides that representation includes all matters preparatory to and including litigation at the Court

and any and all post-trial motions; the County will work cooperatively with the contractor to provide the necessary information and materials, and the County will make business and technical decisions as it deems appropriate.

The contract also provides the following:

- Legal services are billed at hourly rates of \$395 for attorneys and \$225 for paralegals;
- The contractor will not bill the County for any work performed by law clerks and/or summer associates;
- The contractor may bill the County for certain court costs, reproduction costs, and costs that may arise from the need to engage in electronic discovery, and delivery costs;
- The County will reimburse the contractor for the actual costs of certain travel expenses incurred, subject to pre-approval by the County;
- The County will reimburse the contractor for fees and eligible expenses related to third-party services (e.g., consulting or testifying experts); and
- The County will not pay for postage, filing, long distance telephone calls, facsimile transmission, overnight courier services, computer research, or photocopying, unless agreed to in advance by the County Attorney.

The original contract commenced September 3, 2021 and continues through completion of the litigation, including post-trial motions. On October 18, 2021, the Council approved the first amendment to the contract, increasing the maximum compensation by \$225,000, from \$25,000 to \$250,000, for the entire contract term. On April 3, 2023, the Council approved the second amendment to the contract, increasing the maximum compensation by \$100,000 to \$350,000 for the entire contract term. The proposed third amendment commences upon Council approval and increases the maximum compensation by \$200,000 to \$550,000 for the entire contract term. The proposed third amendment also increases the hourly rate for attorneys and paralegals to \$495 and \$250, respectively. All other terms and conditions remain the same. The Office advised that the proposed amendment is necessary due to the complex and time-intensive nature of the litigation and because market rates have increased since 2021. The Office advised that as of June 18, 2024, the value of services performed is \$315,943 with an additional \$10,000 in services anticipated prior to Council approval of the proposed amendment. The County may terminate the agreement by providing 30 days prior written notice.

The Office requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County due to the contractor's experience in handling PIA litigation, and the firm having previously represented the County in a similar case. The Office

advised that the County sought outside legal representation because the County Attorney has been named as a defendant and is a material witness in the case, which may result in a conflict of interest for the Office of Law. The Office also noted there was insufficient time to seek bids due to the quick need to file a response, prepare motions, and otherwise defend the case.

County Charter, Section 902(f), states that “when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations.”

County Charter, Section 510, states “nothing in this article shall be construed as preventing the county executive, with the approval of the county council, from engaging the services for a temporary period of any attorney or attorneys for legal work of an extraordinary nature when the work to be done is of such character or magnitude as to require legal services in addition to those provided by the regular staff of the Office of Law.”

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

The parties entered into an Agreement (the "Original Agreement") dated September 3, 2021, wherein the Contractor agreed to perform certain legal services for a sum not to exceed \$25,000, which Original Agreement was modified on October 18, 2021, to further define the services to be performed, and to increase the compensation to a sum not to exceed \$250,000 during the entire term of the Agreement, including renewals (the "Modification"; and collectively with the Original Agreement, the "Agreement"). The Agreement was modified again on April 3, 2023 to increase the compensation to a sum not to exceed \$350,000 during the term of the Agreement.

Due to the complex and time-intensive nature of the litigation, the volume and nature of the services has exceeded the reasonable expectations of the parties at the time of entering into the Agreement, including a number of factors beyond the parties' control, and discovery in this matter has caused the litigation to be far more extensive in scope and cost than originally anticipated, requiring an increase in the amount of the Agreement.

The original Agreement provided that the County would pay the Contractor in accordance with the following fee schedule:

Attorney per hour.....	\$395.00
Paralegal per hour.....	\$225.00

Because market rates have increased since the execution of the Original Agreement, the Agreement now increases the hourly rate for attorneys and paralegals to \$495 and \$250, respectively.

The County shall not be billed for time expended by law clerks or summer associates. Additionally, the County shall reimburse the Contractor for eligible expenses actually incurred by Contractor in performance of the Contractor's responsibilities and obligation under this Agreement, including certain court costs, if any, reproduction costs and costs that may arise from the need to engage in electronic discovery in the case and delivery costs. The County will also reimburse certain travel expenses, if pre-approved by the County, for costs actually incurred. In the event the Contractor deems it necessary to hire third persons to provide services on the County's behalf, including consulting or testifying experts, investigators, providers of computerized litigation support and court reporters, the County shall reimburse the Contractor for fees and eligible expenses actually incurred with respect to such third party services.

This Amendment is requesting an increase in the not to exceed amount from \$350,000 to \$550,000. Funding is available through the County's General Liability Fund 028-010-1035-GL-0301.

Prepared by: Office of Law

FM-12 (Contract)

Council District(s) All

Office of Law

Expert Witness Report and Testimony

The Administration is requesting approval of a contract with Robson Forensic, Inc. to provide an expert witness to deliver analysis and testimony with respect to pending litigation against the former Baltimore County Detention Center Director and other Correctional Officers. The contract commenced March 22, 2024 and continues through the earlier of June 30, 2025 or the completion of the litigation. Compensation may not exceed \$45,000 for the entire term of the litigation. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 45,000	(1) Self Insurance Fund.
State	--	(2) Through completion of the litigation.
Federal	--	
Other	--	
Total	\$ 45,000 ⁽²⁾	

Analysis

The contractor will provide an expert witness to deliver analysis and testimony with respect to litigation against the former Baltimore County Detention Center Director and other Correctional Officers in the U.S. District Court for the District of Maryland.

The contract commenced March 22, 2024 and continues through the earlier of June 30, 2025 or the completion of the litigation. The County will compensate the contractor \$505 per hour, plus reimburse travel expenses. Compensation may not exceed \$45,000 for the entire term of the

litigation. The Office advised that as of June 20, 2024, the County has incurred costs totaling \$28,848, including a \$3,000 retainer. The County may terminate the agreement by providing written notice.

The Office requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County because an expert witness will enable the Office to effectively represent the County, and the Plaintiff has retained its own expert witness.

County Charter, Section 902(f), states that “when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations.”

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....” As previously mentioned, the County has received services at a cost of at least \$28,848 prior to Council approval, which would constitute a violation of the aforementioned section of the County Charter.

Executive Summary

Joshua Brown, Plaintiff in the case of Joshua Brown v. Gail Watts, et al., Case No. 1:21-cv-02248-DLB in the U.S. District Court for the District of Maryland, claims five County corrections officer at various times failed to intervene or otherwise protect him from assaults by other inmates while incarcerated at the County Detention center. Mr. Adee will provide an opinion as to whether the officers violated their training and accepted practices in their conduct regarding the assaults on Plaintiff.

Mr. Adee has extensive experience as a corrections officer, including approximately ten years as a supervisor at one of the largest jails in Florida. Mr. Adee will provide analysis and testimony regarding personal injury litigation and failure analysis related to police practices and corrections and jail-related incidents including duties and responsibilities of correctional officers/detention deputies, supervisors, correctional facilities and jails, including use of force.

The County's use of Mr. Adee as an expert witness in connection with this case will allow the County Office of Law to effectively represent the County's interests in this matter while obtaining high quality services for the County. The retention of this expert is especially important because Plaintiff has retained an expert who will testify that the officers acted improperly.

Mr. Adee's proposed retainer is \$3,000 and he charges an hourly rate \$505 per hour plus travel when necessary.

Prepared by: Office of Law

FM-13 (Contract)

Council District(s) All

Department of Health and Human Services

Care Coordination/Referral Services

The Administration is requesting approval of a contract with HealthCare Access Maryland, Inc. to provide medical care coordination and referral services for County residents, age 18 and older, who participate in publicly-funded residential substance abuse and co-occurring disorders treatment programs and other County residents identified by the Department’s Bureau of Behavioral Health. The contract commences July 1, 2024, continues through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days. The contract states that compensation may not exceed \$290,002 for FY 2025, and that compensation for each subsequent fiscal year may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$1,450,010 for the entire 5-year and 3-month term, including the renewal and extension periods, assuming the FY 2025 appropriation level each fiscal year. See Exhibit A.

Fiscal Summary

Funding Source	FY 2025	Total Compensation	Notes
County	--	--	(1) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration funds passed through the Maryland Department of Health.
State	--	--	
Federal ⁽¹⁾	\$ 290,002	\$ 1,450,010	
Other	--	--	(2) Maximum compensation for FY 2025.
Total	<u>\$ 290,002</u> ⁽²⁾	<u>\$ 1,450,010</u> ⁽³⁾	(3) Estimate for the entire 5-year and 3-month term, assuming the FY 2025 appropriation level each fiscal year.

Analysis

The contractor will provide medical care coordination and referral services for County residents, age 18 and older, who participate in publicly-funded residential substance abuse and co-occurring disorders treatment programs and other County residents identified by the Department’s Bureau

of Behavioral Health. The contractor will assist clients in obtaining support services to help them achieve long-term recovery from a substance use or co-occurring disorder, including identifying healthcare and recovery support needs and initiating referrals and linkages to services such as substance abuse treatment, healthcare, employment, legal services, housing, peer support, and social services. At a minimum, coordination will consist of an intake into care coordination and twice-monthly recovery support contact for 6 months. The Department anticipates 691 individuals will receive services in FY 2024 and 500 individuals in FY 2025, and advised that the reduction in individuals to be served is based on the contractor's estimate due to current staffing trends and average treatment duration.

The contract commences July 1, 2024, continues through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract states that compensation may not exceed \$290,002 for FY 2025, and that compensation for each subsequent fiscal year may not exceed the amount of grant funds appropriated for these services. Estimated compensation totals \$1,450,010 for the entire 5-year and 3-month term, including the renewal and extension periods, assuming the FY 2025 appropriation level each fiscal year. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process based on qualifications from four proposals received. According to the bid documents, there is not an M/WBE participation requirement.

On June 5, 2017, the Council approved a similar 7-year and 3-month contract (effective July 1, 2017) with HealthCare Access Maryland, Inc. The County's financial system indicated that as of June 5, 2024, expenditures/encumbrances under the contract totaled \$1,703,786.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

BACKGROUND

Research has shown that recovery support increases the probability of an individual entering and maintaining recovery from a substance use disorder. State funds are provided by Maryland Department of Health, Behavioral Health Administration for care coordination and referral services to Baltimore County residents, ages 18 and above, who participate in publicly-funded treatment and other priority populations determined by the Baltimore County Department of Health, Bureau of Behavioral Health.

PURPOSE

Care coordination services provide clients from Baltimore County support services such as after care, transportation, coordination of resources and case management that will help them achieve long-term recovery from a substance use or co-occurring disorder. At a minimum, care coordination consists of an intake into care coordination and twice monthly recovery support contacts for six months.

FISCAL

Compensation is not to exceed \$290,002 in FY 2025. The initial contract term is 7/01/24 through 6/30/25 with four (4) one-year renewal periods. The County reserves the right to increase the compensation if additional funds are received during the initial term or any renewal term.

Prepared by: Department of Health and Human Services

FM-14 (2 Contracts)

Council District(s) All

Department of Health and Human Services

Language Services

The Administration is requesting approval of two contracts, with Schreiber Translations, Inc. and Daniel Shamebo Sabore DBA Languages Translation Services, to provide language services (interpretation and translation) to individuals with limited English proficiency as well as individuals requiring American Sign Language (ASL) services for Departmental programs as well as for all County agencies. Each contract commences upon Council approval, continues through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days. The contracts provide that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation for both contractors combined totals \$870,000 for the entire 5-year and 3-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Total Compensation	Notes
County ⁽¹⁾	\$ 870,000	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Estimate for the 5-year and 3-month term for all County agencies utilizing this contract.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 870,000</u> ⁽²⁾	

Analysis

The contractors will provide interpretation (over-the-phone, video remote, document translation and localization (i.e., adapting digital content such as websites, online applications, etc. to a specific region’s language), and in-person), translation, and American Sign Language (video

remote and in-person) services as needed for Departmental programs (e.g., to communicate medical, dental, and other information to clients) as well as for all County agencies. The contractors are required to respond to requests for interpretation and translation services within 3 to 48 hours and to requests for ASL-English interpretation services within 2 to 48 hours, depending on the urgency (urgent services, expedited services, or standard services). The contractors will provide services 24 hours per day, 7 days per week.

Rates range from \$25 to \$150, hourly, and from \$0.10 to \$0.75 per word, depending on the type of service and the contractor.

The Department advised that work will be assigned to the contractors based on availability to provide the service (and in the event both are available, the first to respond). The Department further advised that its contract with Language Line Services (see below) will only be used as a back-up.

Each contract commences upon Council approval, continues through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts provide that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation for both contractors combined totals \$870,000 for the entire 5-year and 3-month term, including the renewal and extension periods. The County may terminate the agreements by providing 30 days prior written notice.

The County awarded the contracts through a competitive procurement process based on qualifications from 6 proposals received. According to the bid documents, there is a 15% M/WBE participation requirement.

On September 3, 2019, the Council approved a 4-year and 3-month contract (effective July 1, 2019) with Schreiber Translations, Inc. for interpretation and translation services to assist clients during medical and other County appointments as needed. The Department advised that during the process of transitioning master agreements to the new financial system, an additional one-year renewal was added to the agreement in error. The County's financial system indicates that as of June 4, 2024, \$637,290 was expended/encumbered under the contract. On July 3, 2023, the Council approved a 3-year and 10-month contract with Language Line Services, Inc. for interpretation and translation services (including ASL). The County's financial system indicates

that as of June 4, 2024, \$292,405 was expended/encumbered under the contract. The Department advised that the current contract with Language Line Services will remain in effect as the County primarily uses it for telephone services and would only be used as a back-up to the two proposed contracts.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....” Since the prior contract with Schreiber Translations, Inc. was renewed for an additional one-year period without Council approval, this situation constitutes a violation of the aforementioned section of the County Charter.

EXECUTIVE SUMMARY

Interpretation, Translation, and ASL Services (P-10000171)

The Baltimore County Department of Health (BCDH) is requesting Council approval of contracts with Languages Translation Services and Schreiber Translations, Inc., for the delivery of language services to individuals with Limited English Proficiency (LEP) as well as individuals in need of American Sign Language (ASL) services across county agencies. Individuals with LEP are unable to speak, read, write, or understand the English language at a level that allows them to communicate effectively in order to access Baltimore County services and programs.

The services provided by trained and competent providers on an "as-needed basis" for all possible languages will include:

- Interpretation: Over-the-Phone, Video Remote, Document Translation & Localization and In-Person Interpretation (from English and to English)
- Translation
- ASL: Video Remote and In-Person Face-to-Face ASL - English Interpretation

The target population to be served are individuals with LEP and individuals in need of ASL services.

With regard to the budget, this is a countywide procurement. Multiple agencies and program will utilize these language services provided by this contract.

Prepared by: Department of Health and Human Services

FM-15 (Contract)

Council District(s) All

Department of Health and Human Services

Laboratory Services and Testing

The Administration is requesting approval of a contract with Integrated Cellular and Molecular Diagnostics, LLC to provide laboratory services for the Department’s Cancer Program and family planning clinics within seven of the County’s eight Health Centers. The contract commences July 1, 2024, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$519,815 for the entire 5-year and 3-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 426,120	(1) General Fund Operating Budget.
State	--	(2) U.S. Department of Health and Human Services, Centers for Disease Control and Prevention funds passed through the Maryland Department of Health.
Federal ⁽²⁾	93,695	(3) Estimate for the entire 5-year and 3-month term.
Other	--	
Total	<u>\$ 519,815</u> ⁽³⁾	

Analysis

The Department advised that the contractor will provide laboratory services to support two Department programs in providing screening for reproductive and gynecologic cancers as follows:

- The Cancer Program is a federally-funded program that aids in the early detection, diagnosis, and treatment of cancer for low-income residents; the contractor will provide laboratory testing services for cervical and breast cancers; and
- The Department's Health Center clinics provide routine reproductive and sexual health services, gynecologic examinations, and contraceptive services for adolescents and adults; the contractor will provide laboratory testing services for cervical cancer screening in patients that do not meet eligibility criteria for the Cancer Program at seven of the County's eight health clinics. (The Department advised that the Towson Health Center clinic is not providing these services at this time.)

Services include pickup and delivery of specimens, processing specimens, and medical interpretation. Lab results are provided to the Department for follow-up with the client. The Department estimates that the contractor will provide approximately 3,825 lab tests and serve 1,000 County residents annually.

The County will be billed at per-test rates ranging from \$20.26 to \$76.64, depending on the test performed. The contract provides that compensation for Cancer Program services is limited to the current State Medicare and Medicaid reimbursement rates. The contract also provides that the contractor must submit claims to the patient's insurance company first, and that the County will only consider claims in cases where the patient has no insurance, claims have been denied by the current insurance company, or the patient meets certain confidential criteria.

The contract commences July 1, 2024, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$519,815 for the entire 5-year and 3-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published in the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The Department advised that the aforementioned increase is not applicable to Cancer Program services, since the rates are limited to the current State

Medicare and Medicaid reimbursement rates. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process based on low bid from two bids received. According to the bid documents, there is not an M/WBE participation requirement.

On October 21, 2019, the Council approved a 5-year and 3-month contract with Integrated Cellular and Molecular Diagnostics, LLC, which commenced April 1, 2019, to provide laboratory services for the family planning clinics within seven of the County's Health Centers. The County's financial system indicates that as of June 3, 2024, expenditures/encumbrances under this contract totaled \$244,174. The contract expires June 29, 2024.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

This is a contract with Integrated Cellular and Molecular Diagnostics LLC (ICMD) for laboratory services to support two Health Department programs in providing screening for reproductive and gynecologic cancers.

The Cancer Program is a federally funded program from the Centers for Disease Control and Prevention through the Maryland Department of Health that aids in the early detection, diagnosis, and treatment of cancer for low-income Maryland residents. This contract provides laboratory testing services for cervical and breast cancers.

The Health Department's Health Center clinics provide routine reproductive and sexual health services, gynecologic examinations and contraceptive services for adolescents and adults. This contract provides laboratory testing services for cervical cancer screening in patients that do not meet eligibility criteria for the Cancer Program.

The incumbent vendor, Integrated Cellular and Molecular Diagnostics LLC (ICMD), has had this contract from 2019 to present. The presently proposed contract is a one-year contract with 4 one-year renewal periods, and ICMD was the lowest bidder. The Health Department anticipates serving an estimated 1000 patients each year with these laboratory services.

Prepared by: Department of Health and Human Services

FM-16 (Contract)

Council District(s) All

Department of Health and Human Services

Medical Waste Disposal Services

The Administration is requesting approval of a contract with Biomedical Waste Services, Inc. to provide medical waste disposal services. The contract commences July 1, 2024, continues through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$175,247 for the entire 5-year and 3-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 175,247	⁽¹⁾ General and Special Fund Operating Budgets. ⁽²⁾ Estimate for the entire 5-year and 3-month term.
State	--	
Federal	--	
Other	--	
Total	\$ 175,247 ⁽²⁾	

Analysis

The contractor will pick up and properly dispose of medical waste contained within Sharps kiosks located at the Drumcastle Government Center and eight County Health Centers. The contractor will also provide and deliver bio-hazardous containers and plastic bags and pick up medical waste at various other County locations (e.g., health centers, Animal Services, Department of Corrections, Police precincts, Title 1 Baltimore County Public Schools (related to dental services). The Department will hold occasional after-hours flu clinics that require the contractor to provide

same-day medical waste removal and disposal. The County will pay the contractor \$12.75 per container and \$24.75 per pickup.

The contract commences July 1, 2024, continues through June 30, 2025, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$175,247 for the entire 5-year and 3-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process based on low bid from four bids received. According to the bid documents, there is not an M/WBE participation requirement.

The Department advised that the County previously contracted separately for medical waste and Sharps kiosk disposal services; the proposed contract incorporates both types of service. The Department further advised that County has continued incurring costs under its prior contracts for medical waste and Sharps kiosk disposal services since contract expiration on April 3, 2024 and January 6, 2024, respectively; as of June 18, 2024, expenditures/encumbrances under these contracts totaled \$20,035 and \$31,116, respectively.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....” Because the County has been incurring costs under two expired contracts, as noted above, this situation constitutes a violation of the aforementioned section of the County Charter.

Executive Summary

Medical Waste Disposal – Biowaste Medical Services, Inc.

BACKGROUND

The Baltimore County Department of Health is requesting County Council approval of a contract agreement with Biomedical Waste Service, Inc. (BWS) to provide bio-hazard supplies, transport and disposal services of sharps and medical waste. This is a one-year contract in the amount of \$31,715.25, with four one-year renewal options. The total cost, including all renewals, is not to exceed the sum of the County Council approved appropriation during the entire term of this Agreement.

The Department of Health has three outlined service areas that produce medical waste:

1. Sharps disposal kiosks are located across the County as part of the Department's effort to contain the spread of communicable diseases that may be transmitted through needle sharing, including all Police Precincts, Fire Stations, and the Department of Corrections.
2. Clinical services are provided daily at the Department's eight health centers and three WIC clinics.
3. Annually, community flu clinics are held for County residents and the dental sealant program provides services to students within Title I Baltimore County schools.

Under the agreement, the sharps kiosk will be directly emptied on a frequent basis by a BWS technician. The bio-waste bags and containers will be picked up according to a set schedule. All waste will be safely stored, transported and disposed of according to the Maryland Department of Environmental Protection Agency's standards.

The agreement clearly outlines pickup procedures, frequency (weekly, monthly, bi-monthly, seasonally) locations and how many disposal containers and bags each site requires post pickup, as applicable.

FISCAL

The agreement with Biomedical Waste Service, Inc. will be paid using general and earmarked grant funds. If County Council approves this agreement, the contract term will be for one-year with an additional four one-year renewal options with the same terms and conditions.

Prepared by: Department of Health & Human Services

FM-17 (2 Contracts – 2nd Amendments)**Council District(s) 1, 4, & 6**

Department of Health and Human Services

Emergency Transitional Shelter Services

The Administration is requesting approval of second amendments to two contracts, with St. Vincent de Paul of Baltimore, Inc. (SVDP) and Community Assistance Network, Inc. (CAN), to continue to operate the County's shelter facilities. SVDP operates the Hannah More Shelter in Reisterstown for women and families, and CAN operates three shelter facilities at the Eastern Family Resource Center in Rosedale (Women and Family Shelter, Men's Shelter, and Family Transitional Shelter) and the Westside Men's Shelter in Catonsville. The Department advised that the amendments are necessary to avoid an interruption in services while the County processes a Request for Proposals (RFP) for the operation of the shelters. The terms of both contracts expire June 30, 2024; the proposed amendments commence July 1, 2024 and extend until no later than June 30, 2025. Compensation may not exceed the amount appropriated for these services. The proposed amendments increase the combined estimated compensation by \$5,119,451 to \$26,172,757 as follows: for CAN, the estimated compensation increases by \$3,855,418, from \$16,547,153 to \$20,402,571, and for SVDP, the estimated compensation increases by \$1,264,033, from \$4,506,153 to \$5,770,186, for the entire amended 6-year and 6-month term, including the renewal and extension periods. The original contracts commenced January 1, 2019. See Exhibits A and B.

Fiscal Summary

Funding Source	Combined Contract Amendments	Combined Current Total Compensation	Combined Amended Total Compensation
County ⁽¹⁾	\$ 5,119,451	\$ 21,053,306	\$ 26,172,757
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 5,119,451</u>	<u>\$ 21,053,306</u>	<u>\$ 26,172,757</u> ⁽²⁾

⁽¹⁾ General Fund Operating Budget (\$3,855,418 for CAN and \$1,264,033 for SVDP).

⁽²⁾ Estimate for the entire contract term.

Analysis

Under the proposed amendments, CAN will continue operating the three facilities at the County-owned Eastern Family Resource Center in Rosedale, including the Eastside Women and Family Shelter (220 beds), the Eastside Men’s Shelter (15 beds), and the Eastside Family Transitional Shelter (10 units/maximum of 38 beds), and the County-owned Westside Men’s Shelter in Catonsville (125 beds); SVDP will continue operating the County-owned Hannah More Shelter for women and families (85 beds) in Reisterstown. The contractors are responsible for providing residents with a safe, supportive, and sanitary environment; three meals per day; and toiletries, bedding, clothing, and other supplies. In addition, the contractors coordinate services for their residents in order to meet the residents’ goals and assist them in transitioning to self-sufficiency, including case management, health and mental health care, employment, housing, transportation, and, at the Eastside Women and Family Shelter and the Hannah More Shelter, services for young and school-age children.

The Eastside Men’s Shelter, the Eastside Women and Family Shelter, and the Westside Men’s Shelter are, at times, used as freezing weather shelters (available from November 1 to April 15) in accordance with the County’s freezing weather “Code Blue” plan. During these times, the maximum capacity of the shelters increase as follows: Eastside Men’s Shelter from 15 to 50 beds; Eastside Women and Family Shelter from 220 to 250 beds; and Westside Men’s Shelter from 125 to 154 beds. The Department advised that as of June 1, 2024, the County’s shelter facilities served a total of 360 individuals in FY 2024 (CAN served 235 and SVDP served 125).

On December 17, 2018, the Council approved the original 4-year and 9-month contracts (which commenced January 1, 2019). On September 18, 2023, the Council approved the first amendments, which extended the contracts from September 29, 2023 until the earlier of June 30, 2024 or the date the County executes new agreements. The Department advised that the amendments were necessary to avoid an interruption in services to allow the County more time to process an RFP for the operation of the shelters and to complete shelter renovations. The Department further advised that the proposed second amendments are necessary to avoid an interruption in services to give the County additional time to process an RFP. The Department also advised that it originally anticipated to issue an RFP by April 2024, but due to changes in the scope, it now expects to issue the RFP in fall 2024 and present new contracts for Council approval in early 2025. The County's financial system indicates that as of June 11, 2024, the County has expended/encumbered \$21,956,981 under these contracts (\$17,116,642 to CAN and \$4,840,339 to SVDP).

The proposed amendments commence July 1, 2024 and continue for a period not to exceed June 30, 2025. Compensation may not exceed the amount appropriated for these services. Estimated compensation for the amendment period totals \$3,855,418 for CAN and \$1,264,033 for SVDP. The proposed amendments increase the combined estimated compensation by \$5,119,451, from \$21,053,306 to \$26,172,757, for the entire amended 6-year and 6-month term, including the renewal and extension periods. All other terms and conditions remain the same. The County may terminate the agreements by providing 30 days prior written notice.

The County awarded the original contracts through a competitive procurement and negotiation process.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

EXECUTIVE SUMMARY

Amendments Emergency Transitional Shelter

The Baltimore County Department of Health and Human Services is requesting County Council approval of two contract extensions between the County and the Community Assistance Network (CAN) and St. Vincent De Paul of Baltimore, Inc. (SVDP). The requested extensions would lengthen the duration of the contractual agreements between the County and the Community Assistance Network (CAN) that establishes CAN as the on-site operator of the Emergency shelters located at the Eastern Family Resource Center and the Westside Men's Shelter in Catonsville; and St. Vincent De Paul of Baltimore, Inc. (SVDP) that establishes SVDP as the on-site operator of the Emergency Shelter located at the Hannah More Center in Reisterstown. The contracts were first agreed to in 2018.

At this time, the County seeks approval of Amendment #2, which would extend the contract that expires on June 30, 2024. The extension would begin on July 1, 2024, and continue until June 30, 2025 or until a new contract is approved for a period not to exceed the earlier of two dates:

Payment will not exceed \$5,119,451. Payment will be on a pro-rata basis if a new contract, as a result of the RFP, is executed earlier than June 30, 2025.

The request to extend the current contracts to operate county shelters for the homeless is to provide emergency shelter services for homeless families, women and men.

Prepared by: Department of Health and Human Services

FM-18 (Contract)

Council District(s) 1

Department of Planning

6901 Security Boulevard, 21244 – Building and Parcel

The Administration is requesting approval of a contract (Purchase and Sale Agreement) to acquire four parcels of land (including the 154,813 sq. ft. Macy’s department store building and a stormwater management pond) totaling approximately 8.992 acres for \$6,500,000 in the interest of advancing the redevelopment vision for the Security Square Mall site as laid out in the “Reimagine Security Square” final report, released in May 2023. Macy’s Retail Holdings, LLC currently owns the property to be acquired, located at 6901 Security Boulevard in Woodlawn. The property is zoned BM-CT (Business Major-Commercial, Town Center Core). The contract provides that the seller may lease back the Macy’s department store for \$1 per month through March 31, 2025 with two additional one-year renewal periods; the seller will contribute \$13,638 per month toward common area maintenance during the lease-back period. See Exhibit A.

Fiscal Summary

Funding Source	Purchase Price	Notes
County ⁽¹⁾	\$ 6,500,000	⁽¹⁾ Capital Projects Fund. By purchasing this property, \$6,576,900 in assessed value will be removed from the County’s property tax rolls, resulting in a loss of approximately \$72,346 in property tax revenue annually.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 6,500,000</u>	

Analysis

The County will purchase an approximate 8.992-acre property located at 6901 Security Boulevard in Woodlawn. The property, which is owned by Macy’s Retail Holdings, LLC, is comprised of four parcels and is a part of the approximately 90-acre Security Square Mall site. The Administration

advised that the acquisition consists of: the Macy's department store site (an approximate 154,813 sq. ft. building and approximately 2.955 acres); a parking lot south of Weis Market (approximately 3.221 acres); a pad site/parking lot east of Chick-fil-A (approximately 1.269 acres); and a parcel containing a stormwater management pond directly east of Chick-fil-A (approximately 1.55 acres).

The Administration advised that the County's appraisal consultant, Associated Appraisers, LLC, completed separate appraisals of the three parcels of interest (excluding the parcel containing the stormwater management pond) effective April 29, 2024, recommending a combined total value of \$9,453,000. The Administration further advised that during negotiations, the seller proposed including the parcel containing the stormwater management pond; the Department of Environmental Protection and Sustainability evaluated the pond's condition and determined that the pond requires maintenance and a capital upgrade of approximately \$500,000. The Administration advised that it decided to accept the fourth parcel as part of the transaction, given that the pond supports one of the parcels being purchased, as well as adjacent parcels that are likely included in future redevelopment activity. The County and the property owner accepted a negotiated price of \$6,500,000 for the four parcels.

The contract provides that the County will lease the Macy's department store building to the seller for \$1 per month through March 31, 2025 to allow for continued operations. The lease has two one-year renewal options. The seller will be responsible for utilities, taxes, and building maintenance, as well as \$13,638 per month in common area maintenance. If the seller ceases operations and abandons the premises during the lease term, the County may terminate the lease by providing 30 days written notice.

The Department previously advised that the Administration has recognized that the 90-acre Security Square Mall site is vital to the overall health and well-being of the Woodlawn community, and that this asset is underutilized and underperforming, and generally not meeting community needs in its current condition. On September 6, 2022, the Council approved the purchase of an approximately 18-acre site which included the former Sears department store for \$10 million as a first step in the redevelopment process; on August 7, 2023, the Council approved the purchase of an approximate 12-acre site, which was improved with a parking lot, for \$6.85 million. The County utilized on-call contractor Johnson, Mirmiran & Thompson (along with subcontractors Ayers Saint Gross and Landwise Advisors) to facilitate a community-design charrette process to identify residents' goals and desires for the site so that it can serve as a valued community asset. On May 31, 2023, the County released the "Reimagine Security Square" report, the culmination of the charrette process, which outlines a long-term, community-driven plan for the redevelopment

of the site. On March 18, 2024, the Council approved a 1-year and 6-month contract with Redgate Real Estate Advisors not to exceed \$441,000 to provide real estate advisory services associated with the redevelopment project.

The Capital Budget includes \$30 million in County and State funding (\$15 million each) for this project. The County's financial system indicates that as of June 10, 2024, expenditures/encumbrances totaled \$17.9 million, excluding this acquisition. Additionally, the FY 2025 Capital Budget's New Buildings, Repair, Renovations, Minor Additions project appropriation includes \$495,000 earmarked to replace the boiler in the former Sears department store.

The Administration advised that no additional property acquisitions are planned at this time; however, additional acquisitions will be considered as opportunities arise.

County Charter, Section 715, requires Council approval of real property acquisitions where the purchase price exceeds \$5,000. County Code, Section 3-9-102, states that the County "may acquire by purchase...real or leasehold property needed for a public purpose."

Executive Summary

PROGRAM TITLE: Countywide Improvements
PROJECT NO.: 218P100
FISCAL MATTER: Contract of Sale
PROPERTY OWNERS: Macy's Retail Holdings LLC
LOCATION: 6901 Security Blvd.
Baltimore, MD 21244
CONSIDERATION: \$6,500,000.00

PURPOSE OF PROJECT:

Built in 1972, Security Square Mall was a regional destination. It flourished as most shopping malls did for decades. Now, just over fifty years later, few malls have maintained the vibrancy they once had. Shopping malls across the country have been undergoing various forms of redevelopment with attempts to reduce the seas of surface parking, mix uses, densify, and provide retail opportunities to activate streets and sidewalks.

Security Square is poised for a rebirth. This 88-acre site is not only significantly underutilized, it is not meeting the needs of the community that surrounds it. This highly diverse, majority minority community has watched as other malls in the region experienced transformations and new development.

The site is subdivided into multiple parcels under six different owners. Cityview Commercial owns the majority of the mall, the access points to the site, and some surface parking. Macy's currently owns their store as well as three separate parcels along the northwest edge of the site, fronting Security Boulevard. Helmsman Properties owns the westernmost big box footprint and has current plans to convert this existing building into ground floor self-storage with Chase Brexton medical offices on the second floor. Set the Captives Free owns the O.W.E. Center, a church and community anchor providing outreach services and tremendous civic uses. The southeasternmost portion of this site houses an auto repair garage, which was subdivided into a separate parcel and sold to Blue Ocean.

To spur the revitalization of Security Square, the Administration is acquiring and assembling parcels to position the property for market-based redevelopment. To date, the Administration has acquired the 18-acre former Sears site and associated parking and recently closed on the 12-acre lot surrounding the former Wards building currently owned by Helmsman properties. These acquisitions make Baltimore County the largest property owner on the site.

In furtherance of efforts to revitalize Security Square and advancing the vision laid out in the Reimagine Security Square final report, the Administration is seeking to acquire four (4) parcels totaling 9 +/- acres currently owned by Macy's, including the 150,000 +/- SF Macy's department store building. The proposed

acquisition price is \$6.5 million, nearly \$3 million under the \$9.453 million total appraised value of the Property.

The acquisition includes a parcel directly west of the Chic Fil A with a stormwater management pond that would require maintenance and a potential capital upgrade of roughly \$500,000 to improve management to accommodate the 100-year storm. Given the benefit that upgraded stormwater management facilities could have to the overall market value of the site, the Administration is willing to take on those infrastructure upgrades. In addition, the County will lease the current Macy's department store back to the Seller through March 2025 to allow for temporary continued operations. The lease has two one-year mutual options to extend the term beyond March 2025.

This acquisition, and the broader effort to revitalize Security Square, is fully funded by prior appropriations approved by the County Council in the FY2023 and FY2024 budget cycles. Total funding made available for Security Square redevelopment efforts is \$30 million, which includes \$15 million in State support. To date, the Administration has spent \$16.85 million on two acquisitions at Security Square: the purchase of the former Sears building (\$10 million) and the acquisition of the parking lots surrounding the former Wards building (\$6.85 million).

LIMITS OF PROJECT:

6901 Security Blvd.,
Baltimore, MD 21244

Prepared by: Administration

FM-19 (Contract)

Council District(s) 6

Department of Corrections

Mail Scanning Services – Detention Center

The Administration is requesting approval of a contract with Pigeonly, Inc. to provide mail scanning services for the Baltimore County Detention Center (BCDC). The contract commences July 1, 2024, continues for 1 year, and will renew automatically for two additional 1-year periods. Compensation totals \$45,120 in the initial term (firm fixed price) and may not exceed \$171,000 for the entire 3-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County ⁽¹⁾	\$ 45,120	⁽²⁾ \$ 171,000	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Fixed price for the initial 1-year term. ⁽³⁾ For the entire 3-year term, including the renewal periods.
State	--	--	
Federal	--	--	
Other	--	--	
Total	<u>\$ 45,120</u>	<u>\$ 171,000</u> ⁽³⁾	

Analysis

The contractor will provide mail scanning services for the Detention Center to improve mail security and eliminate mail contraband (e.g., liquified fentanyl) to protect the safety of Correctional Officers, K-9s, staff, and incarcerated individuals. The contractor will set up a PO box for all correspondence; will open, scan, and print a hard copy of the correspondence; and will send the clean, copied mail to the Department via priority mail for distribution to incarcerated individuals. The contractor has a procedure for handling confidential, privileged legal mail.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for two additional 1-year periods. Compensation totals \$45,120 in the initial term (firm fixed price) based on \$4.00 per month per Average Daily Population (ADP) of the BCDC, which totals 940 for the initial term. The contract provides that if the ADP is “more than 3% greater” at the end of a contract year, the firm fixed price shall be adjusted based on the new ADP, with the cost per ADP remaining the same. The contract further provides that compensation may not exceed \$171,000 for the entire 3-year term, including the renewals. The County may terminate the agreement by providing written notice. The Department advised that there is not an M/WBE participation requirement.

The Department advised that due to the emergency nature of this service, the County did not secure competitive bids. The Department further advised that the contractor was selected due to its history of being successfully utilized in neighboring jurisdictions’ (e.g., New Jersey, Delaware) departments of corrections. The Department also advised that the proposed multi-year contract will give the Department time to assess the process in order to determine if this function can be handled in-house.

County Charter, Section 902(f), states that “when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations.”

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

EXECUTIVE SUMMARY

July 2024

**Subject: Supplier Contract
Term Agreement Mail Handling Services
Pigeonly, Inc.
Not to Exceed \$171,000.00**

This Supplier Contract establishes a term contract with Pigeonly, Inc., for mail handling services for Baltimore County Department of Corrections.

Postal mail is a primary access point for contraband into correctional facilities. Synthetic marijuana, fentanyl or other substances can be liquified and sprayed onto paper, incorporated into ink, hidden under stamps or concealed within a piece of correspondence.

BCDC currently handles mail for incarcerated individuals on site, spending many man hours per day opening, scanning, copying incoming mail. Current scanning methods are not adequate to detect and intercept illegal contraband. The introduction of liquified fentanyl raises significant concern for the safety of officers, K9, staff and incarcerated individuals' exposure to potentially harmful contraband.

The solution is to employ a third party to handle mail sent to incarcerated individuals. The vendor sets up a PO box for all correspondence. Incarcerated individuals and their friends/family are directed to send all mail to the PO box.

The vendor provides the service to open, scan, and print a hard copy of the correspondence. Clean, copied mail is sent to the Dept. of Corrections via priority mail and then distributed to incarcerated individuals. This process eliminates the danger of any illegal substances or contraband making its way into the facility.

The vendor also has a procedure for handling confidential, privileged legal mail, which cannot be processed in the same way as regular mail. The vendor obtains credentials for attorneys and verifies their status as legal counsel. Lawyers are given unique QR coded, one time use, return address labels which allows the lawyer to send tracked and identified mail directly to their clients.

Due to the emergency nature of this service, the County has not had the ability to secure competitive bids. This multi-year agreement with Pigeonly gives the County time to explore available options for these services in the future.

Vendor Background with the County:

This is the vendor's first Agreement with Baltimore County.

Please contact the Buyer, Christine Carpenter (x3361) if additional information is needed.

Mr. Ertel

**Properties in Design Review Area – Historic East Towson –
Comprehensive Manual of Development Policies**

Resolution 31-24 subjects the properties in the Design Review Area for Historic East Towson (as designated by Resolution 111-20) to all applicable standards and guidelines in the Comprehensive Manual of Development Policies (CMDP), including those identified for Historic East Towson in Division IV, Section G (Special Areas & Procedures).

With the approval of Resolution 111-20, the County Council designated Historic East Towson as a Design Review Area for residential and non-residential development and designated the boundaries of that area. The County Council believes that properties in the Design Review Area for Historic East Towson should be subject to all applicable standards and guidelines in the CMDP.

Therefore, Resolution 31-24 states that properties in the Design Review Area for Historic East Towson (as designated by Resolution 111-20) are hereby subject to all applicable standards and guidelines in the CMDP, including those identified for Historic East Towson in Division IV, Section G (Special Areas & Procedures). In addition, a map is attached to the resolution that shall in all respects supersede and replace all maps in the CMDP for East Towson, including the map at page 3 of the East Towson Design Standards, to make clear, among other things, that Historic East Towson is subject to the East Towson Design Standards and subject to review, under those standards, by the Design Review Panel.

The Council voted at its June 3 legislative session to defer the vote on Resolution 31-24 until its legislative session on July 1. The resolution will be discussed at the work session on June 25.

This resolution shall take effect from the date of its passage by the County Council and shall apply to any development for which a building permit has not been issued and appeals in the Courts are still pending. Copies of the resolution shall be sent to the Department of Planning, the Design Review Panel, and the Department of Permits, Approvals and Inspections.

Mr. Ertel

Approval of Planned Unit Development – Loch Raven Overlook

Resolution 32-24 approves the review of a proposed Planned Unit Development (“PUD”) in the Sixth Councilmanic District.

The first step in the PUD review and approval process requires that a PUD application be submitted to the Councilmember in whose District the proposed PUD is to be located. Next, the applicant must hold a post-submission community meeting. This meeting is similar to the community input meeting that is required during the development review and approval process, except the post-submission community meeting is required at the beginning of the process, prior to the adoption of a resolution approving the further review of the PUD. The applicant must give three weeks’ notice of the meeting and post the property. Notice must be mailed to adjoining property owners and community associations that represent the area.

At the meeting, the applicant must provide information about the plan, allow questions and comments, maintain a record, compile minutes of the meeting, and forward the minutes to the Councilmember and to the Department of Permits, Approvals and Inspections (“PAI”). Community residents and organizations may also provide written comments to the Councilmember. In addition, the Councilmember may require the applicant to hold another post-submission meeting.

The applicant must also send copies of the PUD application to PAI, which must then transmit copies of the application to the appropriate reviewing agencies, which, in turn, must provide a preliminary written evaluation of the PUD proposal to the Councilmember.

Once these procedures are completed to the satisfaction of the Councilmember, and if the Council finds that the proposed site is eligible for review, the Council, by adoption of a resolution that has additional advertising and posting requirements, may approve the continued review of the PUD according to the County’s development review and approval process. Only after all of the aforementioned steps have concluded may the adopting resolution be introduced.

Resolution 32-24 avers that the applicant has complied with all of these procedural steps. In the proposed PUD project known as “Loch Raven Overlook,” an application was filed by Osprey Property Company II LLC (“Osprey”) and Pax Development LLC (“Pax”) (the “Applicants”) for review and approval of a 3.041± acre site within the Urban Rural Demarcation Line zoned Business Roadside (B.R.) and Business Major (B.M.), located at 8712 Loch Raven Boulevard in the Loch Raven area of the 6th Councilmanic District.

The property is currently improved with a large building that was used as the Days Inn by Wyndham Towson, a hotel/motel, since approximately 1962. Applicants propose to redevelop the site, which has fallen into disrepair and ill repute, with a state-of-the-art workforce housing facility consisting of 122 apartments. Applicants propose a mix of studio (apartment with no separate bedroom/efficiency apartment), one-bedroom, two-bedroom, and three-bedroom units. The facility would offer a variety of indoor and outdoor amenities and services to its residents. Because the property’s current underlying zoning classification would not permit the proposed density, the applicant is proposing to utilize the PUD process under § 430 of the Baltimore County Zoning Regulations and is requesting a modification of uses and/or densities under § 32-4-242(d)(2) of the Baltimore County Code.

The applicant proposes to provide the following community benefits in accordance with § 32-4-242(b)(6)(iii) of the Baltimore County Code.

- An environmental benefit by proposing to achieve at least a silver rating according to the U.S. Green Building Council’s LEED Green Building Rating System or proposing residential structures that achieve at least a silver rating according to the American National Standards Institute (“ANSI”) National Green Building Standard (“NGBS”);
- A land use benefit by proposing a higher quality architectural design or use of higher quality building materials that enhance the development for its residents; and
- A public policy benefit promoting economic development opportunities by providing workforce housing.

Upon its passage by the County Council, Resolution 32-24 will be forwarded to the Departments of Planning and PAI for further processing.

MB-4 (Res. 34-24)**Council District(s) All**

Councilmembers Crandell, Jones, Young, and Marks

**Endorsement – Goals of 911 SAVES Act of 2023 (H.R. 6319)/
Enhancing First Response Act (S.3556)**

Resolution 34-24 endorses the goals of the 911 SAVES Act of 2023 (H.R. 6319) and the Enhancing First Response Act (S.3556) to reclassify 9-1-1 operators at the federal level as first responders and encourages the U.S. Congress to pass the bills.

The resolution states that 9-1-1 operators, also called Public Safety Telecommunicators, have historically been classified as administrative or clerical workers by the federal government. This classification misrepresents the life-saving work 9-1-1 operators, who regularly initiate life-saving medical instructions; assist suicidal persons; coordinate the dispatch of police, fire, and EMS personnel in a timely and safe manner; and play critical roles in emergencies during traffic accidents and large-scale disasters.

The resolution further states that today, 9-1-1 operators are part of a professional team of first responders, relying on highly specialized protocols, training, and equipment to provide life-saving triage to citizens and critical information to field responders. A reclassification of 9-1-1 professionals at the federal level could give operators greater equity in terms of benefits, including mental health support, access to personal protective equipment, and the ability to apply for grants.

Both bills before Congress direct the Office of Management and Budget to categorize Public Safety Telecommunicators as a protective service occupation under the Standard Occupational Classification System, which is used by federal and state statistical agencies to classify workers and jobs into occupational categories for the purposes of collecting, calculating, analyzing, or disseminating data, and the County Council endorses their passage.

This resolution shall take effect from the date of its passage by the County Council and copies of the resolution shall be sent to the Maryland congressional delegations in the U.S. House of Representatives and the U.S. Senate.

MB-5 (Memorandum of Understanding)Council District(s) All**Fire Department****Educational and Technical Instructions – Public Safety Employees**

The Administration is requesting approval of a Memorandum of Understanding (MOU) with the Board of Trustees of the Community College of Baltimore County (CCBC) to provide members of the Baltimore County Fire Service, including Fire Department employees and volunteers working with the various Fire and Rescue companies, with opportunities to participate in higher education programs. The MOU commences upon Council approval, continues through June 30, 2026, and will renew automatically for one additional 1-year period (as amended). The MOU provides that compensation may not exceed \$95,000 for the initial 2-year term (\$45,000 for FY 2025 and \$50,000 for FY 2026). The Department advised that estimated compensation totals \$50,000 in the renewal term (FY 2027), or \$145,000 for the entire 3-year term, including the renewal period. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Estimated Compensation
County ⁽¹⁾	\$ 95,000	\$ 145,000
State	--	--
Federal	--	--
Other	--	--
Total	<u>\$ 95,000</u> ⁽²⁾	<u>\$ 145,000</u> ⁽³⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ Maximum for the initial 2-year term.

⁽³⁾ Estimate for the entire 3-year term.

Analysis

Under the terms of the MOU, CCBC will provide education and technical instruction for Fire Department employees and volunteers working with the various Fire and Rescue companies. CCBC faculty will teach the Paramedic Education Program, and CCBC will serve as both the National Association of Emergency Medical Technicians (NAEMT) Training Center and the American Heart Association Training Center for the Department, providing training for both instructors and students. In addition, CCBC and/or Fire and Rescue Academy (FRA) staff will teach up to ten college credits for the EMS Recruit Academy and up to three college credits for the Firefighter Recruit Academy. The CCBC Authorized Pearson-VUE testing center will serve as the primary computer-based testing center for the Department.

The MOU also provides that CCBC faculty and staff are available to provide any or all of the following services in cooperation with FRA staff:

- Coaching/mentoring FRA faculty;
- Evaluating instruction and delivery methodology;
- Reviewing existing curriculum and evaluations;
- Improving and enhancing curriculum and delivery;
- Providing instruction; and
- Assisting with student remediation.

In addition, Fire Department students will receive the same academic counseling and support/retention services that are provided to CCBC students. FRA staff will have the same facility privileges and will receive all of the same services, apart from computer support services, that are currently received by CCBC faculty and staff. CCBC will make the Health, Fitness, and Athletic Center facilities and services on the Dundalk Campus available to all Fire Department students and staff, and classrooms, theaters, and meeting rooms will be made available to the FRA when possible.

The MOU commences upon Council approval, continues through June 30, 2026, and will renew automatically for one additional 1-year period on the same terms and conditions (as amended). The MOU provides that the County will pay an annual fee of \$45,000 beginning in FY 2025, which will increase by \$5,000 to \$50,000 in FY 2026; the Department expects the fee to remain the same in the renewal period (FY 2027), resulting in an estimated compensation of \$145,000 for the entire 3-year term, including the renewal period.

In August 2018, the County entered into a similar MOU with CCBC. This MOU renews annually, with compensation totaling \$40,000 each year, unless terminated. The Department advised that, if approved, this new MOU will supersede the existing MOU. The Department also advised that as of June 12, 2024, expenditures under the MOU totaled \$240,000.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....” As noted previously, in August 2018, the prior Administration entered into the current MOU, totaling at least \$240,000 to date, without seeking Council approval of the agreement; accordingly, this situation may constitute a violation of the aforementioned section of the County Charter.

Executive Summary

Baltimore County Fire Department
CONT-FIR-2024-2173

RE: CCBC MOU Agreement
Budget: 100-016-CC160700-SC52020

The Baltimore County Fire Department (BCoFD) is submitting this Memorandum of Understanding (MOU) between the Community College of Baltimore County (CCBC) and Baltimore County, Maryland, on behalf of the Baltimore County Fire Rescue Academy. The purpose of this agreement is to provide to members of the Baltimore County Fire Service with opportunities to participate in higher education programs including Emergency Medical Technology, Paramedic, and Leadership Development.

This MOU will be effective for approximately two years, from the date of approval of this MOU, to June 30, 2026. The MOU will automatically renew one time at the end of the term for a period of one additional year, unless terminated on or before July 1, 2027. This supersedes the current MOU which is open and continuous since 2018 and renews annually unless terminated.

Currently, the annual fee is established as forty thousand dollars (\$40,000) to CCBC each fiscal year in support of the MOU and the courses outlined in Attachment A and B of the agreement. This agreement will increase the annual fee by \$5,000 each year throughout this MOU term. The fee will be remitted at the beginning of each fiscal year. The FY 2025 fee will be \$45,000, the FY 2026 fee will be \$50,000, and the FY 2027 fee will remain at \$50,000. This fee increase is intended to better align the costs associated with the programs listed in this MOU.


This partnership will provide the citizens and visitors of Baltimore County a professional and well-trained fire department by providing quality higher education, and the means to achieve state and nationally accredited advanced life support programming and certification.

Prepared by: Fire Department

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

**BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE**

TO: County Administrative Officer **DATE:** 05/29/24

FROM: Kevin D. Reed, Director 
Office of Budget & Finance **COUNCIL MEETING**
DATE: 07/01/24

SUBJECT: Public Recordation of Announcement
of Non-Competitive Commodity Awards Charter Sec. 902(f)

Whenever a commodity Supplier Contract / Purchase Order over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the Supplier Contract / Purchase Order must be provided to the Administrative Office for placement on the County Council agenda for announcement at the next session following the award of the Supplier Contract / Purchase Order. The announcement shall be recorded in the minutes of the County Council meeting, and shall be available for inspection by the public. In compliance with this procedure, supporting documentation of the awards are included and will be forwarded to the County Council.

Award Document

Master Agreement No. 287 / SCON 10000011 Amendments No. 2, No. 3 and No.4
Motorola Solutions, Inc.

The following are Amendments to an existing commodity contract that should have been reported to the County Council. Commodities that are procured through the noncompetitive process for services over \$25,000 per year or in excess of two years do not require County Council approval and should be reported to Council through the Public Recordation of Announcement of Non-Competitive Award correspondence that the Secretary of the County Council reads during legislative sessions. The Amendments exceeded \$25,000 and should have been reported to the Council in accordance with Section 902(f) of the County Charter. However, there were unintentionally not reported. Therefore, the Office is formally reporting the following Motorola Amendments No. 2, No. 3, and No. 4 to the County Council. The Motorola contract is for the purchase of radio equipment and parts for the 700/800 MHz Communication System.

The County entered into an Agreement with Motorola Solutions, Inc. for radio equipment and parts for the County's 800 MHz communication system on 04/28/2008 as a result of an invitation to bid.

On April 08, 2013, the County and Motorola agreed to amend the Master Agreement to extend the term through August 31, 2017 and increase the compensation cap to \$24,819,882.87 (Amendment No. 1). Amendment No. 1 was reported to Council as a correspondence on July 1, 2013.

On July 17, 2017, the County and Motorola agreed to amend the Master Agreement for a second time (Amendment No. 2) to extend the term through August 31, 2022 and increase the compensation cap to \$28,733,046.72, for the purchase of radios at a higher rate than anticipated.

On February 1, 2019, the County and Motorola agreed to amend the Master Agreement a third time (Amendment No. 3) to increase the compensation cap to \$45,115,455.00 to add certain equipment to facilitate the P25 Upgrade Project.

On June 16, 2022, the County and Motorola agreed to amend the Master Agreement a fourth time (Amendment No. 4) to add an additional ten (10) one-year renewal terms to allow for the continued purchases of upgrades and supporting equipment for 800MHz equipment, software and maintenance for various products, including the CAD system and to eliminate the "Not to Exceed" compensation Cap.

This oversight was unintentional and resulted from a procedural error. To rectify this situation, the Chief of Procurement and Logistics has reviewed current processes and updated procurement documents to reflect needed revisions and has retrained the staff on this process.

c: J. Benjamin Jr.,
T. Bostwick
L. Smelkinson