

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

Issued: July 25, 2024
Work Session: July 30, 2024
Legislative Day No. 14: August 5, 2024

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

August 5, 2024

NOTES TO THE AGENDA

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**AGENDA
BALTIMORE COUNTY COUNCIL
LEGISLATIVE SESSION 2024, LEGISLATIVE DAY NO. 14
August 5, 2024 6:00 P.M.**

CEB = CURRENT EXPENSE BUDGET
BY REQ. = AT REQUEST OF COUNTY EXECUTIVE

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CALL OF BILLS FOR FINAL READING AND VOTE

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- 4 **PETE GUTWALD, DIRECTOR, DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS**
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- 9 Bill 51-24 – Mr. Kach - Zoning Regs. – Uses Permitted in the R.C. 4 Zone – Long-Term Care and Nursing Home Facility
- 10 Bill 52-24 – Cnclmbrs. Marks & Ertel – Design Review Areas – Overlea-Rossville Commercial Revitalization District
- 11 Bill 53-24 – Mr. Young – Zoning Regs. – Uses Permitted in the Business, Local (B.L.) Zone – Butcher Shop
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- 34 **JONATHAN SACHS, DIRECTOR, DEPARTMENT OF ECONOMIC & WORKFORCE DEVELOPMENT**
37 7. Contract – BW Research Partnership – Career pathway development analysis – off shore wind industry
8. Contract – A Bright Idea, LLC – Marketing services – Maryland Works for Wind

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- 46 11. Contract – VIP Special Services, LLC – Window washing services – Public Safety Building

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

- * 12. Contract – State of MD Laboratories Administration – Laboratory testing
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- 49 14. Amendment to Contract – Adventist Healthcare, Inc. – Prevention, detection, and diagnosis/treatment of cancer
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- 52 16. Contract – Dianon Systems, Inc. - Prevention, detection, and diagnosis/treatment of cancer

JAMES BENJAMIN, COUNTY ATTORNEY, OFFICE OF LAW

- 56 17. Contracts – (2) – Vehicle damage estimating services – Liability Claims Management Unit

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- * 18. Purchase Agreement – Windsor Mill Realty, LLC – Acquisition of parcel – 2101 Gwynn Oak Ave., 21207 – Revitalization of Woodlawn Village area

MISCELLANEOUS BUSINESS

COUNCIL

- 70 1. Correspondence - (a) (5) - Non-Competitive Awards (June 20, 2024)

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HORACIO TABLADA, DIRECTOR, DEPARTMENT OF ENVIRONMENTAL PROTECTION & SUSTAINABILITY

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- 7. Appointment – Mr. Patoka(By Req.) – Acting Director – Department of Aging – Elisabeth A. Sachs
- 8. Appointment – Mr. Patoka(By Req.) – Baltimore County Animal Hearing Board – Jesse Russell
- 9. Appointment – Mr. Patoka(By Req.) – Baltimore County Animal Hearing Board – Jyoti Mohan

* Addendum

Bill 48-24 (Supplemental Appropriation)

Council District(s) All

Mr. Patoka (By Req.)

Administrative Office

American Immigration Council Grant

The Administration is requesting a supplemental appropriation of private funds from the American Immigration Council totaling \$27,000 to the American Immigration Council Grant Gifts and Grants Fund program. The funds will be used to support the implementation of the County’s Welcoming and Belonging Strategic Plan by engaging immigrant and refugee communities to increase awareness of services provided by government agencies, community-based organizations, or other entities. See Exhibit A.

Fiscal Summary

<u>Funding Source</u>	<u>Supplemental Appropriation</u>	<u>Current Appropriation</u>	<u>Total Appropriation</u>
County	--	--	--
State	--	--	--
Federal	--	--	--
Other ⁽¹⁾	\$ 27,000	--	\$ 27,000
Total	\$ 27,000	--	\$ 27,000

⁽¹⁾ American Immigration Council funds. No County matching funds are required.

Analysis

In June 2024, the Administration entered a Memorandum of Understanding (MOU) with the American Immigration Council, effective May 1, 2024, to commit to the terms of the proposed grant award; final acceptance of the funding is contingent upon the Council’s approval of Bill 48-24.

The Office advised that the proposed grant funds will be used to support the implementation of the County's Welcoming and Belonging Strategic Plan by engaging immigrant and refugee communities to increase awareness of services provided by government agencies, community-based organizations, and other entities. The Office further advised that approximately \$20,000 of the proposed supplemental appropriation will be utilized for costs associated with three workshops, including food boxes from the Maryland Food Bank to distribute at the workshops to incentivize attendance, speaker stipends, boxed lunches for vendors and presenters, interpretation services, and translating and printing physical copies of the Baltimore County Welcome Guide and other materials. The Office also advised that \$7,000 of the proposed supplemental appropriation will be utilized to subcontract a nonprofit immigration legal service provider to organize an immigration screening clinic where immigrants and refugees will be evaluated for pathways to immigration relief. The Office estimates that 400 persons will be served during the workshops and 20-30 persons will be served by the screening clinic.

The grant period is May 1, 2024 through October 31, 2024. No County matching funds are required.

With the affirmative vote of five members of the County Council, Bill 48-24 will take effect August 18, 2024.

Executive Summary

The American Immigration Council has awarded Baltimore County's Immigrant Affairs team \$27,000 to support the implementation of the County's Welcoming and Belonging Strategic Plan. From May through October 2024, Baltimore County will have access to technical assistance, such as capacity building workshops and policy guidance, and peer learning opportunities with other Gateways for Growth communities, including best practice sharing and collaborative problem-solving.

The strategic plan was drafted by the New Americans Task Force and included recommendations for how to support immigrants and refugees across Baltimore County. More than 12% of Baltimore County residents are foreign-born individuals. Many of these individuals need more awareness of available services provided by provided by government agencies, community-based organizations, or other entities.

One of the recommendations found in the Welcoming and Belonging Strategic Plan is to increase awareness of services by engaging immigrant and refugee communities. To achieve this goal, the Immigrant Affairs team will host multiple community resource events geared toward addressing barriers to integration and helping attendants become active and engaged community members. To encourage participation in these events, grant funds will be used to purchase culturally appropriate food boxes from the Maryland Food Bank and other incentives. In an effort to better inform new and long-time immigrant and refugee communities about their rights, such as tenant and labor rights, the immigrant affairs team will work with non-profits to provide presentations at these events. These organizations will be provided with a speaker stipend using the funds. Funding will also be used to print the Baltimore County Welcome Guide into the five most commonly spoken languages throughout the county and to print physical copies of the guide.

Prepared by: Administrative Office

Mr. Patoka (By Req.)

Department of Permits, Approvals and Inspections

The Building Code of Baltimore County

Section 35-2-201 of the County Code requires the Department of Permits, Approvals and Inspections to prepare and submit legislation amending the Building Code within 9 months after publication of each new edition of the Triennial International Code Council's International Building Code. The legislation must be submitted to the County Executive for review and then to the County Council for adoption.

Bill 49-24 replaces the 2015 Building Code, as adopted by Bill 40-15, with the 2021 International Building Code, International Residential Code, International Mechanical Code, International Model Energy Conservation Code, and International Swimming Pool and Spa Code. An Executive Summary of specific changes to the current ordinance is attached (see Exhibit A).

With the affirmative vote of five members of the County Council, Bill 49-24 shall take effect 15 days after its enactment.

Executive Summary

Baltimore County last updated its Building Code with Bill 40-15 on May 4, 2015. This legislation implemented, with certain amendments, deletions, and additions, the ICC International Building Code, 2015 Edition; the ICC International Residential Code, 2015 Edition; the ICC International Mechanical Code, 2015 Edition; and the ICC International Energy Conservation Code, 2015 Edition.

At this time, Baltimore County is updating its Building Code to follow the International Code Council (ICC) International Building Code, 2021 Edition; the ICC International Residential Code, 2021 Edition; the ICC International Mechanical Code, 2021 Edition, the ICC International Energy Conservation Code, 2021 Edition, and the International Swimming Pool and Spa Code, 2021 Edition. This grouping will be known as the “Building Code of Baltimore County, Maryland.” The State of Maryland Codes Administration adopted the 2021 International Building Code in May 2023.

The proposed legislation includes updates for EV Charging Stations in single family dwellings as well as in commercial structures. Additionally, sections of the 2015 Baltimore County Building Code will move to the Baltimore County Zoning Regulations. This includes sections on piers and fences. Both are covered in the Zoning Regulations, and this consolidates all requirements to prevent confusion and conflicts.

Prepared by: Department of Permits, Approvals and Inspections

Councilmembers Ertel, Patoka & Kach

**Adequate Public Facilities – Overcrowded School Districts –
Clarifying Legislation**

Bill 50-24 amends the newly enacted Adequate Public Facilities Ordinance (“APFO”) as set forth in Bill 31-24, which was passed by the County Council on June 3, 2024.

Bill 31-24 significantly reformed the County’s APFO regarding school capacity, adopting several recommendations of the 2020 Baltimore County APFO Task Force and enacting certain structural changes.

The bill phased in a reduced threshold for an overcrowded school district from 115% to 105% over a period of several years, and also removed the “adjacency rule” that allowed a proposed development to be approved in an overcrowded school district if there is sufficient capacity in an adjacent school district. It also created a process by which a Committee on Public School Capacity (the “Committee”) would determine whether a school district was an overcrowded school district, the projected number of students a proposed development would contribute to the applicable school district, whether a proposed development passed or failed the school capacity adequacy test, and whether the proposed development could obtain a school capacity approval certificate in order to obtain building permits.

Bill 50-24 makes the Committee’s function advisory. The nine-member Committee is comprised of an appointment by each Councilmember and two appointments by the County Executive. The role of the Committee is to review relevant information and to advise County officials, the Baltimore County Public Schools Superintendent, the Board of Education, and the public on efforts to address and prevent public school overcrowding. The Committee will not issue school capacity approval certificates, as contemplated in Bill 31-24, and will not consider nor endorse mitigation opportunities.

The Committee will continue, in an advisory capacity, to:

- Review and evaluate publicly available information related to public school capacities, public school enrollments and projected enrollments, public school facilities and capital plans, and growth trends including the specialized needs of individual communities;
- Assess whether the process of requesting adjustments to State-Rated Capacity is sufficient to accommodate the varied needs of magnet and other specialized programs;
- Recommend potential educational options, redistricting, and programming changes that the County and Board of Education could consider to alleviate school overcrowding; and
- Collect, analyze, and disseminate other information as necessary to inform the public about the County's overcrowding determinations and efforts to alleviate and prevent school overcrowding.

The Committee will issue an annual report by July 31 of its activities for the previous year.

Bill 50-24 reinstates the role of the Department of Planning in the analysis of school capacity. Specifically, the Department of Planning, in consultation with the Board of Education, shall prepare a school utilization report that details the current and projected utilization of each school, as a percentage of State-Rated Capacity, for the current year and the next 3 years, as well as a map for each school district that is currently or projected to be an overcrowded school district in the utilization report. The map will show the overcrowded school district, all school districts adjacent to the overcrowded school district, and for each school district shown on the map, the school utilization percentage and any projected changes in the school utilization.

The Department shall also review the most recent capital improvement program and capital budget from the Board of Education, as well as any subsequent funding decisions of the Interagency Commission on School Construction, and adjust the data in the report or map to account for anticipated additional seats or State-Rated Capacity for any addition, expansion, or renovation of an existing school or any other project or construction that may increase a school's State-Rated Capacity or decrease a school's enrollment and will reach substantial completion in the next 4 years.

With all of the aforementioned information and analysis, the Department of Planning shall make the recommendation of whether a school district is currently an overcrowded school district, is projected to be an overcrowded school district after 3 years, or is projected to be an overcrowded school district after 3 years as a result of the proposed development plan.

Bill 50-24 provides generally that development approval may not be granted in a school district that is projected to be an overcrowded school district after 3 years, or if the development plan is projected to generate additional school population that would result in the school district becoming an overcrowded school district after 3 years.

Development approval may be granted for a proposed development in an overcrowded school district if:

- The capital budget contains a capital project that has appropriations or authorizations sufficient to fund the construction of a new school, addition, or renovation which would result in the district not being an overcrowded school district;
- The Board of Education has approved a plan that implements educationally sound programs or initiatives that will provide adequate capacity in an overcrowded school district; or
- The County Attorney issues a written opinion prior to development approval that the proposed development plan or a portion of the proposed development plan is necessary to meet the County's affordable housing requirements under the Conciliation and Voluntary Compliance Agreement ("VCA"), effective March 9, 2016, between the County and the U.S. Department of Housing and Urban Development.

Aside from the aforementioned VCA exception, building permits for an approved development plan may not be issued until either the school district in which the development is to be located is not an overcrowded school district, or 4 years have elapsed following development plan approval. For any length of time that an approved development is not eligible to receive building permits, the expiration of the plan approval is automatically tolled (i.e., delayed).

Bill 50-24 also requires an applicant to submit a School Impact Analysis to the Department of Planning. Finally, the Department of Planning shall adopt School Impact Analysis regulations, in accordance with Article 3, Title 7 of the County Code, to carry out the APFO process.

Bill 50-24 will take effect 45 days after its enactment.

Mr. Kach

**Zoning Regs. – Uses Permitted in the R.C. 4 Zone – Long-Term Care
and Nursing Home Facility**

Bill 51-24 defines a long-term care and nursing home facility and permits such a use in the Resource Conservation (R.C.) 4 Zone under certain conditions.

The bill defines a long-term care and nursing home facility as a facility that offers some or all of the following services: inpatient and at-home hospice; palliative care; medical and physical rehabilitation and/or therapy; counseling and support services for elderly or chronically ill patients and their families; independent housing for persons 55 years of age or older; medical and healthcare services for elderly or chronically ill patients; administrative offices; and related accessory uses.

Currently, some of these services are permitted by existing uses, such as nursing homes, housing for the elderly, or assisted living facilities. However, none of the existing uses permit all of these services in one facility.

The bill permits a long-term care and nursing home facility as of right in the R.C. 4 Zone, provided the use existed as of January 1, 2024 and is served by public utilities. The bill also exempts modifications of existing buildings that are currently in use as a long-term care and nursing home facility from height and area regulations, performance standards, or additional applicable standards, provided the modifications do not materially change the footprint of any building.

With the affirmative vote of five members of the County Council, Bill 51-24 will take effect 14 days from the date of its enactment.

Councilmembers Marks & Ertel

Design Review Areas – Overlea-Rossville Commercial Revitalization District

Bill 52-24 establishes part of the Overlea-Rossville Commercial Revitalization District (the CRD) as a Design Review Area, thereby requiring the Design Review Panel (the DRP) to review development plans for proposed nonresidential developments located in the designated portion of the CRD.

In general, the DRP acts in a consulting and advisory capacity to the agencies involved in the interagency process for reviewing development plans under § 32-4-226 of the County Code in order to encourage design excellence. The DRP assesses development plans on their designs, such as the visual and functional integration of streetscapes and public amenities; the use of signage and accessory structures, like parking garages; and the layout of sidewalks. While the DRP’s recommendations are advisory to the Hearing Officer and the agencies, the Hearing Officer may impose a recommendation of the DRP as a condition for approval of a development plan.

Attached to Bill 52-24 is a map showing the specific area of the CRD, located northeast of I-695, that is to be a Design Review Area. Last, the bill states that the Overlea-Rossville CRD northeast of I-695 shall be added as a Design Review Panel Area to the Comprehensive Manual of Development Policies.

With the affirmative vote of five members of the County Council, Bill 52-24 will take effect 14 days from the date of its enactment.

Mr. Young

Zoning Regs. – Uses Permitted in the Business, Local (B.L.) Zone – Butcher Shop

Bill 53-24 amends the uses permitted in the Business, Local (B.L.) Zone in order to add a “butcher shop” to the list of uses permitted by right in the Zone.

The bill also specifies that 3.3 off-street parking spaces per 1,000 square feet of gross floor area are required for a butcher shop use.

With the affirmative vote of five members of the County Council and signature by the Executive, Bill 53-24 shall take effect 14 days after its enactment.

Mr. Marks

Zoning Regs. – Data Centers and Energy Storage Devices

Bill 54-24 defines a data center and an energy storage device and permits such uses as a matter of right in certain zones, subject to certain conditions. The bill also establishes special regulations for data centers and energy storage devices.

The bill defines a data center as a building or group of buildings used to house computer systems, computer storage equipment, and associated infrastructure that businesses or other organizations use to organize, process, store, and disseminate large amounts of data.

The bill defines an energy storage device as a resource capable of absorbing electrical energy, storing it for a period of time, and delivering the energy for use at a later time as needed. Specifically, an energy storage device consists of the system of structures, wires, insulators, and associated hardware that carries electrical energy to and from the electric power system. An energy storage device is not considered a utility transmission facility.

The bill permits data centers or energy storage devices as a matter of right in the Resource Conservation (R.C.) 5, Manufacturing Restricted (M.R.), Manufacturing Light Restricted (M.L.R.), Manufacturing Light (M.L.), and Manufacturing Heavy (M.H.) Zones. The bill also establishes Special Regulations for these uses. If a conflict arises between the Special Regulations and any other provisions of the Baltimore County Zoning Regulations, the Special Regulations shall govern.

Regarding their location, data centers and energy storage devices are permitted on property within the Chesapeake Bay Critical Area. Also, the site of an energy storage device must be a minimum of 30 acres and located within one half mile of a transmission line.

Data centers and energy storage devices must be at least 10 feet set back from any lot or street line. However, this may be reduced for purposes of integrating, adjoining, or connecting structures on contiguous lots with the expressed approval of the owner of the contiguous lot. A yard or setback is not required between data centers or energy storage devices. A principal

structure associated with a data storage or energy storage device, including support structures, may reach a maximum of 60 feet.

The minimum number of off-street parking spaces provided shall be one space per employee on the largest shift. Signage for a data center or energy storage device shall comply with the regulations applicable to the M.H. Zone.

Last, a landscaping buffer must be provided around the perimeter of any portion of a building or structure used as a data center or energy storage device. However, landscaping is not required within areas which are already vegetated or when landscaping would conflict with other regulations, such as those applicable to wetlands and the preservation of natural habitat.

With the affirmative vote of five members of the County Council, Bill 54-24 will take effect 14 days from the date of its enactment and will apply prospectively to any concept plan, request for limited exemption or waiver, or application for a Planned Unit Development which is filed after September 1, 2024.

Mr. Marks

**Comprehensive Zoning Map Process – Notice to Owner –
Removal of Posted Notice**

During the quadrennial Comprehensive Zoning Map Process (“CZMP”), it is required that a property being considered for a possible change of zoning classification be posted at least 15 days before the Planning Board hearing on the issue to which the identified property relates. If a request for change in zoning has been filed by an applicant other than the County, the applicant is responsible for the cost of posting by payment of a posting fee to the County. In general, the Department of Planning determines the manner of posting. If a zoning issue contains more than one property, the Department may post one or more notices for all properties included in the issue.

Bill 55-24 adds a provision to the CZMP posting requirements so that for any notice posted on a property by the Department of Planning, the Department shall remove the posting within 60 days following the conclusion of the Planning Board hearing on the issue to which the identified property relates.

With the affirmative vote of five members of the County Council, Bill 55-24 shall take effect 14 days after its enactment.

FM-1 (2 Contracts)

Council District(s) All

Department of Public Works and Transportation

Heavy-Duty Towing Services

The Administration is requesting approval of two contracts, with Rockdale Towing, LLC and Ted’s Towing Service, Inc., to provide heavy-duty towing services for County-owned vehicles and equipment. Each contract commences upon Council approval, continues through December 31, 2028, and may be extended an additional 120 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 \$86,300 for the entire approximate 4-year and 9-month term, including the extension period. See Exhibit A.

Fiscal Summary

Funding Source	Combined Total Compensation	Notes
County ⁽¹⁾	\$ 86,300	⁽¹⁾ General Fund Operating Budget and/or Metropolitan District. ⁽²⁾ Estimate for the entire approximate 4-year and 9-month term.
State	--	
Federal	--	
Other	--	
Total	\$ 86,300 ⁽²⁾	

Analysis

The contractors will provide heavy-duty towing services for County-owned vehicles and equipment within the geographic borders of the County and Baltimore City. Vehicles may include medic units, fire apparatus, sewer trucks, dump trucks, and miscellaneous equipment (e.g., loaders). Services include towing and removing drive axles or drive shafts, placing vehicles upright, winching vehicles from mud, ice, or snow, transporting vehicles via a lowboy trailer or

rollback truck, and cleanup activities prior to removal of a vehicle from an accident. The contracts stipulate that vehicles will be towed primarily to the Department's equipment maintenance facility in Glen Arm; however, the County may request that the contractors tow vehicles to other County-owned facilities, private repair shops, or other requested locations within the County or surrounding jurisdictions.

The contractors must maintain certain equipment; be available 24 hours per day, 7 days per week, including holidays; and respond to any requested site within 30 minutes of notification. Unit prices range from \$50 to \$1,500 for Rockdale Towing and from \$100 to \$6,000 for Ted's Towing Service (to remove a drive axel/drive shaft and to place a vehicle upright, respectively).

Each contract commences upon Council approval, continues through December 31, 2028, and may be extended an additional 120 days on the same terms and conditions. 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 \$86,300 for the entire approximate 4-year and 9-month term, including the extension period.

Prior to each contract year subsequent to the first year, 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 agreements by providing 30 days prior written notice.

The Department advised that the proposed contracts will supplement its Bureau of Highways, Equipment Operations Maintenance Division's existing towing capability of two heavy-duty tow trucks. The Department further advised that there are times when its two tow trucks cannot satisfy the County's needs, especially when a vehicular accident or breakdown occurs unexpectedly; the proposed contractors will provide services when the County would not otherwise be able to quickly respond to a recovery. The Department also advised that it is proposing two contractors to provide for greater flexibility and capacity should one of the contractors be unable to accommodate a service request and will assign work based on price and contractor availability.

The County awarded the contracts as a cooperative procurement of existing competitively-bid 5-year and 1-month Baltimore County Public Schools agreements that were effective December 1, 2023. The Department advised that there is not an M/WBE participation requirement.

On January 21, 2020, the Council approved a similar 4-year and 3-month contract with Ted's Towing Service, Inc. The contract expired April 30, 2024. The County's financial system indicates that as of July 1, 2024, the County expended/encumbered \$49,202 under this contract. The Department advised that since the expiration of the contract, Ted's Towing Service, Inc. provided services totaling \$3,450.

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 Bureau of Highways, Equipment Operations Maintenance (EOM) Division requests approval of two (2) contracts with Rockdale Towing, LLC and Ted's Towing Service, Inc. The Contractors shall supply all time, equipment and incidentals necessary to provide towing services for Baltimore County owned vehicles and equipment, containing a maximum Gross Vehicle Weight Rating (GVWR) of 36000#, within the geographic boundaries of Baltimore County and Baltimore City Maryland. The Contractors shall be available twenty-four (24) hours per day, seven (7) days per week, and respond within thirty (30) minutes of notification.

The types of County owned vehicles which may require service through this Agreement include Medic Units (Ambulances), Fire Apparatus (Pumpers and Tractor Drawn Aerial (TDA) Trucks), Dump Trucks, Sewer Trucks and miscellaneous equipment such as tractors and loaders.

The Contractors were selected as a Cooperative Procurement, resulting from the competitively bid Baltimore County Public Schools (BCPS) Solicitation No. CWA-100-24. The Contracts shall become effective upon approval of the County Council and shall continue through December 31, 2028, which coincides with expiration of the BCPS Agreements. In no event shall the total compensation paid to both Contractors exceed the County Council approved appropriation during the entire term of the Agreements.

Prepared by: Department of Public Works and Transportation

FM-2 (Contract)

Council District(s) 5 & 7

Department of Planning

Consulting Services – Recommendations – Middle River Small Area Plan – Master Plan

The Administration is requesting approval of a contract with Ayers Saint Gross, Inc. to provide consulting services for the County’s first Small Area Plan, which will focus on the Middle River Small Area as designated in the Small Area Plan map adopted in the County’s Master Plan 2030. The contract commences upon Council approval, continues for 9 months, and may be extended an additional 180 days. The contract provides that compensation may not exceed \$173,500 for the entire 1-year and 3-month term, including the extension period. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 173,500	⁽¹⁾ General Fund Operating Budget.
State	--	⁽²⁾ For the entire 1-year and 3-month term.
Federal	--	
Other	--	
Total	<u>\$ 173,500</u> ⁽²⁾	

Analysis

The Department advised that 12 Small Area Plans were proposed in Master Plan 2030. The contractor will provide consulting services for the County’s first Small Area Plan, which will focus on the Middle River Small Area as designated in the Small Area Plan map adopted in the County’s Master Plan 2030. Services will include developing a Small Area Plan that provides area-specific recommendations for achieving and refining the goals of the Master Plan.

The contract states that services will be provided in four phases, as follows:

- Phase 0 – Preparation (2 months) will include data collection, development of the engagement strategy and schedule, and a soft launch of the Small Area Plan process with community leaders. The contractor will lead an in-person kickoff meeting with the Department to review the overall schedule and goals and identify key constituencies that need to be engaged. The contractor will also advise on the types of analyses most helpful to the development of the Small Area Plan and provide precedent examples of graphic styling for clear and accessible communication of data and ideas.
- Phase 1 – Engagement (3 months) will build off the preparation phase, with the contractor publicly announcing the Small Area Plan process and inviting stakeholders to participate in interviews, focus groups, and an online survey. The contractor will also develop a sample PowerPoint presentation to share engagement findings that will be used in the next phase.
- Phase 2 – Scenario Planning (2 months) will build off the engagement phase, with the contractor assisting the Department with preparing initial recommendations and the concept vision diagram for the Small Area Plan. The contractor will also assist the Department with facilitating an in-person and a virtual public meeting to introduce initial recommendations for feedback and invite attendees to inform more detailed recommendations.
- Phase 3 – Refinement and Documentation (1.5 months) will include refining recommendations based on the feedback. The contractor will assist the Department in developing a near-final PowerPoint presentation for a second series of public meetings and sharing a near-final Small Area Plan with County leadership. The contractor will also be available to participate in up to two additional meetings as part of the finalization of the plan.

The Department advised that this Small Area Plan and process will be used as a template for future Small Area Plans for the County and anticipates being able to complete future Small Area Plans in-house.

The contract commences upon Council approval, continues for 9 months, and may be extended an additional 180 days on the same terms and conditions. The contract provides that compensation may not exceed \$173,500 for the entire 1-year and 3-month term, including the extension period. According to the contract, \$43,400 is included for the use of two sub-contractors and \$28,879 for a 20% contingency to cover additional services (e.g., 3-dimensional modeling,

architectural/engineering services) if requested. The County may terminate the agreement by providing 30 days prior written notice.

The Department advised that the County awarded the contract through negotiations after a competitive procurement process yielded no proposals. The Department advised that while the original solicitation included a 25% M/WBE participation requirement, the contractor committed to achieving 30.06% M/WBE participation.

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 contract is for consulting services for the first Small Area Plan (SAP) for Baltimore County. The first Small Area Plan will focus on the Middle River Small Area, as designated in the Small Area Plan map adopted in Master Plan 2030. Using the County's Master Plan as the guide, the Contractor will work with the County on developing a Small Area Plan that provides area-specific recommendations for achieving and refining the goals of the Master Plan. This Small Area Plan and process will be used as a template for future Small Area Plans for the County.

The Contractor's Consultant Team will work in close collaboration with the Department of Planning to create an engagement and planning process for this Small Area Plan that can be used as a model and template for future Small Area Plans. The Small Area Plan will include a concept vision and recommended actions that resonate with the community and address key issues and concerns. The Consultant Team will design large and small group multi-stakeholder processes that combines stakeholder reengagement and education of the Master Plan 2030 and objectives of Small Area Plans.

The Contractor's participatory process is crafted to develop leadership within the Department of Planning through support and guidance of the Consultant Team. This process will include significant collaboration that enables Baltimore County Planners to lead engagement activities in the first Small Area Plan and organize more of the process in subsequent Small Area Plans.

Phase 0: Preparation (2 Months)

Phase 0 focuses on data collection, development of the engagement strategy and schedule and a soft launch of the Small Area Plan process with community leaders. The Contractor will lead an in-person kickoff meeting with the Department of Planning and Consultant Team to review overall schedule, goals and identify key constituencies that need to be engaged.

Key to impactful and meaning participation in the process is a series of introductory meetings with community leaders where they are personally invited to be part of the Small Area Plan and asked to encourage their communities to participate as well.

Phase I: Engagement (3 months)

In this phase the SAP process is publicly announced and community stakeholders are invited to participate through a variety of engagement methodologies including intercept interviews, focus groups and an online survey. Select questions will be asked across all methodologies to ensure responses can be compared.

Based on the engagement plan developed in Phase I, a series of focus groups will be held. Throughout all engagement methodologies, it is understood that in addition to gathering input from area stakeholders, the engagement interaction should also provide education about basic tenets of the Baltimore County 2030 Master Plan, including Place Types.

Phase II: Scenario Planning (2 Months)

In this phase, the Department of Planning and Consultant Team will prepare initial recommendations and concept vision diagram for the small area plan. These recommendations will be developed through coordination meetings this phase and documented by the Department of Planning.

An agenda for public review meetings will be developed by the Consultant Team and Department of Planning that shares feedback, validates engagement findings, introduces initial recommendations for feedback and invites attendees to inform more detailed recommendations, such as opportunity areas for prioritized Vision Framework Actions.

If desired, the Department of Planning may facilitate additional focus groups during this phase. Feedback from these groups may be incorporated into the recommendations or other synthesis through planned coordination meetings outlined above.

Phase III: Refinement and Documentation (1.5 Months)

In this phase, the Department of Planning and Consultant Team will refine recommendations based on the feedback from public meetings. The Department of Planning will document the Small Area Plan with guidance and review from the Consultant Team.

Refinements to the Small Area Plan recommendations may include identification of specific opportunity areas or revisions to the prioritization of action items. The Department of Planning will be responsible for all written copy for the Small Area Plan and will source, coordinate and format photos, diagrams, maps and other content.

Together, the Consultant Team and Department of Planning will develop a near-final PowerPoint presentation for a second series of public meetings. An agenda for these will be developed by the Consultant Team and Department of Planning that encourages feedback on the approximately 90% complete recommendations.

Consultants.

The Contractor shall engage the following consultants to compliment this effort:

- CHPlanning- Transportation Planning
- Straughn Environmental- Environmental Planning

Prepared by: Department of Planning

FM-3 (Contract)

Council District(s) All

Fire Department

Billing Services – Emergency Medical Services (EMS) Transports

The Administration is requesting approval of a contract with Digitech Computer, LLC to provide billing and collection services for emergency medical services transports provided by the County’s Fire Department and volunteer fire companies as well as to perform Emergency Services Transporter Supplemental Payment Program (ESPP) and Medicare Ground Ambulance Data Collection System (MGADCS) services for the County. The contract commences upon Council approval, continues for 1 year, and will renew automatically for one additional 1-year period with the option to extend the initial term or renewal term an additional 120 days. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Office of Budget and Finance advised that estimated compensation totals \$1,200,000 for the initial 1-year term and \$2,800,000 for the entire 2-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Total Compensation
County ⁽¹⁾	\$ 1,200,000	\$ 2,800,000
State	--	--
Federal	--	--
Other	--	--
Total	\$ 1,200,000 ⁽²⁾	\$ 2,800,000 ⁽³⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ Estimate for the initial 1-year term.

⁽³⁾ Estimate for the entire 2-year and 4-month term.

Analysis

The contractor will provide billing and collection services for emergency medical services (EMS) transports provided by the County's Fire Department and volunteer fire companies. Specifically, the contractor will provide administrative functions and will handle all correspondence related to billing for EMS transport fees through private health insurance companies, Medicaid, and Medicare. The contractor also will be responsible for the ongoing support of the program, including assigning an account manager to act as a liaison for the County, reviewing rates, policies, and procedures with County officials, and ensuring the County is in compliance with government and third-party regulations and guidelines. County residents who are uninsured or whose private insurance company does not cover the entire cost of an ambulatory trip will not be responsible for payment. Non-County residents will be billed for the portion of the fees not covered by their insurance.

The Department advised that the County will bill ambulatory transports at \$700 per trip for Basic Life Support (BLS) and Advanced Life Support (ALS) 1, and \$750 per trip for ALS 2. The contractor will determine the billing level based on the information the County or the respective hospital provides. In addition, the County will bill the private insurance company, Medicare, or Medicaid \$10 per mile of transport. The contractor will receive 3.95% of the amount collected per transport for the entire term of the contract. In addition to providing EMS billing services, the contractor will provide consultation and submission of both the Emergency Services Transporter Supplemental Payment Program (ESPP) and Medicare Ground Ambulance Data Collection System (MGADCS) reports. The Department advised that the preparation of these cost reports is a significant effort (ESPP is currently completed in house, and MGADCS is a new, one-time requirement due in November), and that the Department would benefit from having a vendor with expert knowledge in this area. The contractor will receive 12% of the ESPP funding received by the County each year, as well as a flat fee of \$35,000 for managing the MGADCS program.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for one additional 1-year period with the option to extend the initial term or renewal term an additional 120 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 Office of Budget and Finance advised that estimated compensation totals \$1,200,000 for the initial 1-year term and \$2,800,000 for the entire 2-year and 4-month term, including the renewal and extension periods. Either party may terminate the agreement by providing 90 days prior written notice.

On October 5, 2020, the Council approved a 10-year and 4-month contract with Change Healthcare Optum (formerly known as Change Healthcare Technology Enabled Services, LLC) for EMS billing services. The Department advised that on February 21, 2024, Change Healthcare Optum experienced a cybersecurity event which has prevented them from conducting EMS billing services.

The Department requested that the proposed contract be designated as a noncompetitive 902(f) award due to the ability of Digitech Computer, LLC to assume EMS billing activities on behalf of the County by simultaneously billing for current EMS transports and performing retroactive billing. The Department advised that if the County is unable to bill for EMS transports, it stands to lose approximately \$3 million per month in revenue, and insurance companies have strict guidelines regarding timely filing of claims. (The FY 2025 Adopted Operating Budget includes \$34.0 million and \$37.0 million in projected EMS fee revenues for FY 2024 and FY 2025, respectively; the Office of Budget and Finance advised that the FY 2024 revenues reflect an estimated \$3 million reduction in fees due to this situation.)

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

Baltimore County Fire Department has been billing for EMS transports since 2015. Currently, Baltimore County has a contract with Change Healthcare Optum for EMS billing. On February 21, 2024, Change Healthcare Optum experienced a cybersecurity event which has prevented them from conducting EMS billing services.

Baltimore County receives approximately 3 million dollars in revenue, monthly, for EMS transports. If unable to bill for EMS transports, Baltimore County stands to lose a significant amount of revenue. Furthermore, insurance companies have strict guidelines regarding timely filing.

This contract covers EMS Billing Services at a fee of 3.95% of the Net Collected Revenue, Emergency Service Transporter Supplemental Payment Program (ESPP) Program Management at a fee of 12% of the ESPP funding received by the County for each reporting period and Medicare Ground Ambulance Data Collection System (GADCS) Reporting Program Management at a flat fee of \$35,000.00. This emergency contract is a one-year term with an option for an additional one-year renewal.

Prepared by: Fire Department

FM-4 (Contract)

Council District(s) All

Fire Department

Fire Service Employee Cancer Screening Physicals

The Administration is requesting approval of a contract with United Diagnostic Services, LLC to provide early detection cancer screenings for active Baltimore County career and volunteer firefighters. The contract commences upon Council approval, continues through January 9, 2026, and will renew automatically for one additional 3-year period with the option to extend the initial term or renewal term an additional 120 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 \$1,116,000 through April 13, 2025 (the expiration of grant funds) and could not provide the estimated compensation for the entire approximate 4-year and 9-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	*	(1) Local Share Program.
State	--	(2) Federal Emergency Management Agency funds.
Federal ⁽²⁾	*	(3) Estimate through April 13, 2025 (the expiration of grant funds); the Department could not provide the split between County and federal funds or an estimate for the entire approximate 4-year and 9-month term.
Other	--	
Total	<u>\$ 1,116,000</u> ⁽³⁾	

Analysis

The contractor will provide early detection cancer screenings for active Baltimore County career and volunteer firefighters. The Department advised that services include ultrasounds, chest CTs, and a Galleri blood test (can detect more than 50 different types of cancer), and that the testing program is designed to screen parts of the body most commonly affected by cancer in first

responders. The Department further advised that suitable screening locations as well as the follow up process to address positive cancer test results will be discussed with the contractor upon approval of the contract. The Department estimates that up to 744 cancer screening physicals will be provided each year. Unit rates are \$649 for a blood test; \$350 for a CT; and \$325 for an ultrasound.

The contract commences upon Council approval, continues through January 9, 2026, and will renew automatically for one additional 3-year period with the option to extend the initial term or renewal term an additional 120 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 \$1,116,000 through April 13, 2025 (the expiration of grant funds) and could not provide the estimated compensation for the entire approximate 4-year and 9-month term, including the renewal and extension periods. The contract provides that a 5% increase in the unit price is permitted annually. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract as a cooperative procurement of an existing 6-year Frederick County, Virginia agreement that was effective January 9, 2023. The Department advised there is not an M/WBE participation requirement.

On August 7, 2023, the Council approved Bill 44-23, a supplemental appropriation of federal funds totaling \$1,080,909 to the Federal Assistance to Firefighters Grant Gifts and Grants Fund program, which together with County matching funds of \$108,091, is to be used for the cancer screenings (\$1,116,000) and peer support and resiliency training for the Department's Critical Incident Stress Management team to help address mental health challenges faced by first responders (\$73,000). The grant period is April 14, 2023 through April 13, 2025; the Department advised that it plans to request an extension for use of the funding. The Department also advised that it intends to apply for future grants to continue funding the proposed contract. The contract provides that the County may terminate the agreement should sufficient funds not be appropriated.

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

Baltimore County Fire Department

CONT-FIR-2024-2187

Budget: 200-CC160000-GR2066-SC52015

The Baltimore County Fire Department is submitting for contract with United Diagnostic Service, LLC for the purpose of conducting employee cancer screening physicals for early detection of cancers commonly found in the fire service, both career and volunteers.

The request, once approved, would be effective from Council approval until January 9, 2026 with one (3) three-year renewal option.

The complete award covers the contracts for the following:

- \$1,116,000 for cancer screening
- \$50,000 for Peer support trainings- contract will be submitted separately- IAFF
- \$23,000 for CISM training- contract will be submitted separately - IAFF
- total award: \$1,189,000 (\$1,080,090.91/ FEMA, \$108,090.91/ county shares)

The department estimates 744 physicals per year, total compensation not to exceed our grant line item for this service of \$1,116,000.

The Fire Department has encumbered our matching funds of \$108,090.91 which covers the entire 10% share for the Assistance to Firefighter grant under budget 200 CC160000, GR-2066, which commences upon approval of this contract.

The period of performance for this Assistance to Firefighters grant is 4/14/23-4/13/25. As we have lost a year's worth of opportunity, we plan to file an extension with FEMA in order to continue and utilize all aspects of this funding.

The benefits of this program far outweigh the negatives, and gives our firefighters hope for early detection and resolution of known cancers common to the fire service and its first responders.

Prepared by: Fire Department

FM-6 (Contract)

Council District(s) 2

Office of Law – Real Estate Compliance Division

Acquisition of Parcel – 6701 Windsor Mill Road, 21207

The Administration is requesting approval of a contract to acquire land and easement access spanning approximately 0.03 acre for \$8,665 for the construction of a sidewalk along Windsor Mill Road. Danyielle R. Lawrence-Grant and Justin Edward Grant currently own the property, which is located at 6701 Windsor Mill Road in Gwynn Oak. The property is zoned DR-5.5 (Density Residential – 5.5 lots per acre). 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⁾	\$ 8,665	⁽¹⁾ Capital Projects Fund.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 8,665</u>	

Analysis

The County’s staff appraiser completed an appraisal of the property effective January 18, 2023, recommending a value of \$7,221, including \$4,000 to compensate for adverse impacts to landscaping. 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 County and the property owners accepted a negotiated price of \$8,665, including an additional \$1,444 for adverse impacts to landscaping.

The total 0.03-acre property to be acquired, including the land (0.018 acre) and the temporary construction area (0.012 acre), is part of a larger 0.439-acre parcel that is residentially improved with a detached dwelling.

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 8 remaining phase one acquisitions will require Council approval.

The Council has previously approved contracts for 24 properties totaling \$273,042. 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 July 1, 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: Danyielle Grant and Justin Grant

LOCATION: 6701 Windsor Mill Road
Baltimore, MD 21207

CONSIDERATION: \$8,665.20

PURPOSE OF PROJECT: This contract is for the purchase of Highway Widening Area 812 sq. ft. and a Temporary Construction Area of 538 sq. ft.

LIMITS OF PROJECT: 6701 Windsor Mill Road

Prepared by: Office of Law – Real Estate Compliance Division

FM-7 (Contract)

Council District(s) All

Department of Economic and Workforce Development

Career Pathway Development Analysis – Off Shore Wind Industry

The Administration is requesting approval of a contract with BW Research Partnership to provide career pathway development analysis within the industry of offshore wind (OSW). The contract commences upon Council approval, continues through August 31, 2025, and will renew automatically for one additional 1-year period with the option to extend the initial term or renewal term an additional 90 days. The contract states that compensation may not exceed \$138,163 for the entire approximate 2-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County	--	(1) U.S. Economic Development Agency - Good Jobs Challenge Grant funds passed through the Maryland Department of Labor.
State	--	
Federal ⁽¹⁾	\$ 138,163	(2) Maximum compensation for the entire approximate 2-year and 4-month term.
Other	--	
Total	<u>\$ 138,163</u> ⁽²⁾	

Analysis

The Department advised that Maryland Works for Wind (MWW) is a regional consortium with the goal of establishing Maryland as the country's premiere destination for OSW training, fabrication, and employment. The Department further advised that the County is the lead convener of the industry sector partnership (i.e., among employers, unions, Local Workforce Development Areas, business alliances, and training providers) tasked with leading the MWW project in Central Maryland (includes Anne Arundel, Baltimore, Carroll, Cecil, Harford, and Howard Counties and

Baltimore City). The Department advised that priorities include providing jobseeker support through outreach and recruitment, creating a youth awareness campaign, and developing career pathways in the emerging industry.

The Department advised that the contractor will inventory and analyze OSW and its sub-industries (manufacturing; transportation, distribution, and logistics; and skilled trades); develop career pathways within the industries through outreach to employers, training providers, and stakeholders; and provide technical assistance, communication, and training to interpret and implement the results. The County will pay the contractor a blended hourly rate of \$137.

The contract commences upon Council approval, continues through August 31, 2025, and will renew automatically for one additional 1-year period with the option to extend the initial term or renewal term an additional 90 days on the same terms and conditions, unless the County provides notices of non-renewal. The contract provides that compensation may not exceed \$138,163 for the entire approximate 2-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of the renewal period, the County may entertain a request for an escalation in the unit price 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 experience from four proposals received; the Department advised that two proposals were deemed nonresponsive. According to the procurement documents, there is a 20% M/WBE participation requirement.

FM-8 on this agenda is a contract with A Bright Idea, LLC to provide marketing services for outreach associated with the MWW project.

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

Baltimore County, through its Department of Economic and Workforce Development (DEWD), was awarded a sub-award for the project Maryland Works for Wind (MWW), awarded under the Maryland Department of Labor from the US Economic Development Agency (EDA) Good Jobs Challenge (GJC) grant. MWW is a regional consortium committed to establishing Maryland as the country's premiere destination for OSW training, fabrication, and employment. The project includes a robust sectoral partnership inclusive of employers, unions, Local Workforce Development Areas (Local Areas), business alliances, and training providers.

Baltimore County is the lead convener of the industry sector partnership tasked with leading the project in the central Maryland region. Key priorities of the grant are to provide jobseeker support through outreach and recruitment, create a youth awareness campaign, and develop career pathways in the emerging industry.

This contract allows Baltimore County to analyze the needs and career pathway opportunities within the emerging industry of offshore wind to provide informed outreach, awareness, and recruitment support to jobseekers, youth, training providers and employers in the targeted industries. The contract also supports the grant deliverable of creating career pathway guides for offshore wind and its three sub-industries of skilled trades; manufacturing; and transportation, distribution and logistics.

The contractor will inventory and analyze offshore wind and its sub-industries, develop career pathways within the industries through outreach to employers, training providers, and stakeholders, and provide technical assistance, communication, and training to interpret and implement the results.

Grant funds must be obligated by September 20, 2026.

Prepared by: Department of Economic and Workforce Development

FM-8 (Contract)

Council District(s) All

Department of Economic and Workforce Development

Marketing Services – Maryland Works for Wind

The Administration is requesting approval of a contract with A Bright Idea, LLC to provide marketing services for outreach associated with the Maryland Works for Wind project. The contract commences upon Council approval, continues through August 31, 2025, and will renew automatically for one additional 1-year period with the option to extend the initial term or renewal term an additional 90 days. The contract states that compensation may not exceed \$110,000 for the entire approximate 2-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County	--	(1) U.S. Economic Development Agency - Good Jobs Challenge Grant funds passed through the Maryland Department of Labor.
State	--	
Federal ⁽¹⁾	\$ 110,000	(2) Maximum compensation for the entire approximate 2-year and 4-month term.
Other	--	
Total	\$ 110,000 ⁽²⁾	

Analysis

The Department advised that Maryland Works for Wind (MWW) is a regional consortium with the goal of establishing Maryland as the country's premiere destination for offshore wind (OSW) training, fabrication, and employment. The Department further advised that the County is the lead convener of the industry sector partnership (i.e., among employers, unions, Local Workforce Development Areas, business alliances, and training providers) tasked with leading the MWW project in Central Maryland (includes Anne Arundel, Baltimore, Carroll, Cecil, Harford, and

Howard Counties and Baltimore City). The Department advised that priorities include providing jobseeker support through outreach and recruitment, creating a youth awareness campaign, and developing career pathways in the emerging industry.

The Department advised that the contractor will provide the following: marketing services encompassing creative services (e.g., create print and digital industry guides that highlight career pathways in OSW and sub-industries); outreach; campaign development; and media outreach strategy development and placement to raise awareness of OSW training, upskilling, and employment opportunities within the Central Maryland region. The County will pay the contractor an hourly rate of \$160 for creative design as well as a 12% markup for media buying services.

The contract commences upon Council approval, continues through August 31, 2025, and will renew automatically for one additional 1-year period with the option to extend the initial term or 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 \$110,000 for the entire approximate 2-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of the 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 experience from three proposals received; the Department advised that one proposal was deemed non-responsive. According to the procurement documents, there is a 25% M/WBE participation requirement.

FM-7 on this agenda is a contract with BW Research Partnership to provide career pathway development analysis within the OSW industry.

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

Baltimore County, through its Department of Economic and Workforce Development (DEWD), was awarded a sub-award for the project Maryland Works for Wind (MWW), awarded under the Maryland Department of Labor from the US Economic Development Agency (EDA) Good Jobs Challenge (GJC) grant. MWW is a regional consortium committed to establishing Maryland as the country's premiere destination for OSW training, fabrication, and employment. The project includes a robust sectoral partnership inclusive of employers, unions, Local Workforce Development Areas (Local Areas), business alliances, and training providers.

Baltimore County is the lead convener of the industry sector partnership tasked with leading the project in the central Maryland region. Key priorities of the grant are to provide jobseeker support through outreach and recruitment, create a youth awareness campaign, and develop career pathways in the emerging industry.

This contract allows Baltimore County to spread awareness of this emerging industry and conduct strategic outreach to attract target populations under the WIOA and Maryland's State Workforce Plan (ex. returning citizens, at-risk youth, unemployed, veterans, individuals in recovery, individuals with disabilities, etc.). The contract also supports the grant deliverable of creating career pathway guides for offshore wind and its three sub-industries of skilled trades; manufacturing; and transportation, distribution and logistics.

The contractor will provide marketing services, encompassing creative services, outreach campaign development, and media outreach strategy development and placement.

Grant funds must be obligated by September 20, 2026.

Prepared by: Department of Economic and Workforce Development

FM-9 (Contract)

Council District(s) 3

Property Management

Multipurpose/Tennis Court Repairs/Renovations – Seventh District Elementary

The Administration is requesting approval of a contract with The American Asphalt Paving Co., LLC to provide multipurpose and tennis court repairs and renovations at Seventh District Elementary School. The contract commences upon Council approval and continues through project completion, which Property Management estimates to be 12 weeks, weather dependent. The contract provides that compensation may not exceed \$500,000 for the approximate 3-month term. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 500,000	⁽¹⁾ Capital Projects Fund. ⁽²⁾ For the entire approximate 3-month term.
State	--	
Federal	--	
Other	--	
Total	\$ 500,000 ⁽²⁾	

Analysis

The contractor will provide all labor, materials, tools, equipment, and supervision necessary to repair and renovate the multipurpose and tennis courts at Seventh District Elementary School. Property Management advised that the contractor will excavate the existing surfaces and install new surfaces and game lines; repair fences, tennis net posts, footings, and nets; and replace basketball poles. Mobilization fees are \$2,000 for color coating and \$5,500 for asphalt. Property Management advised that the courts will not remain open for use during repairs and renovations.

The contract commences upon Council approval and continues through project completion, which Property Management estimates to be 12 weeks, weather dependent. The contract provides that compensation may not exceed \$500,000 for the approximate 3-month term and includes a contingency of \$55,030 to cover the costs of removing and replacing damaged concrete. The County may terminate the agreement by providing prior written notice.

On August 2, 2021, the Council approved two 5-year and 4-month contracts not to exceed \$3,611,138 combined with The American Asphalt Paving Co., LLC and ATC Corp. for renovation and/or repair services for basketball and tennis courts at various County-owned and/or operated sites. The County's financial system indicates that as of July 5, 2024, expenditures under the contracts totaled \$3,220,067, including \$1,755,907 to The American Asphalt Paving Co., LLC and \$1,464,160 to ATC Corp.

Property Management advised that the courts require prompt attention due to safety issues, and the work needs to be done during the summer to avoid disrupting the upcoming school year. Property Management further advised that the work to be performed under the proposed contract would exceed the current contracts' combined compensation cap and is therefore submitting a separate contract. Property Management also advised that the County awarded the proposed contract to one of its current contractors based on low bid. According to the contract, there is a 25% M/WBE participation requirement. Property Management advised that the County has issued a bid solicitation and expects to request Council approval of new contracts at the September 3, 2024 legislative session.

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 with American Asphalt Paving Co LLC in the amount of \$500,000, including contingency, for all labor, material, tools, equipment, and supervision in the multipurpose court renovation at Seventh District Elementary School.

The Purchase Order has a 25% MWBE goal.

The term of the contract will begin when executed by the County Council, for consideration on August 5, 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-10 (Contract)

Council District(s) All

Property Management

Pest Control Services

The Administration is requesting approval of a contract with Home Paramount Pest Control Company to provide pest control services at various County-owned and/or operated buildings. The contract commences upon Council approval, 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 180 days. The contract provides that compensation may not exceed \$907,593 for the entire 5-year and 6-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 907,593	⁽¹⁾ General Fund Operating Budget and/or Capital Projects Fund, depending on the nature of the work. ⁽²⁾ For the entire 5-year and 6-month term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 907,593</u> ⁽²⁾	

Analysis

The contractor will provide integrated pest management services for the control of insects, rodents, and other pests on a regularly scheduled basis for specified County-owned and/or operated buildings and an on-call basis for those buildings not routinely serviced. The contractor will furnish all labor, materials, tools, equipment, supervision, and incidentals necessary to perform the work in the buildings and exterior perimeters. For bed bug concerns, the contractor must respond to the site within two hours of notification.

Regularly scheduled services (currently for 84 sites) will be billed at weekly, monthly, or quarterly rates ranging from \$18 to \$510, depending on the site. Bed bug treatment rates range from \$350

to \$1,000 for three visits for facilities up to 2,500 sq. ft., with a rate of \$0.80 per sq. ft. for facilities above 2,500 sq. ft. The rate for bed bug treatment of police vehicles is \$20 per vehicle treated. Hourly rates will be billed at \$35 or \$48 for a pest control technician, depending on the time status (regular or overtime), \$50 for a certified entomologist, if needed, and \$50 for an inspector. The hourly rate for fogging services is \$61, and drain treatments are \$61 each. The price for 15-day and 10-day traps is \$500 and \$325, respectively. Materials costs include a 10% markup. The County may add or delete buildings included in the regular service schedule and revise the frequency of visits as needed, and the contractor will provide quotes for any new buildings to be serviced and for changes to the number of scheduled visits.

The contract commences upon Council approval, 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 180 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed \$907,593 for the entire 5-year and 6-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 three bids received; one bid was deemed non-responsive. According to the bid documents, there is a 25% M/WBE participation requirement.

On October 21, 2019, the Council approved a similar 5-year and 4-month contract (effective September 2, 2019) not to exceed \$1,150,000 with Home Paramount Pest Control Company. The County's financial system indicates that as of July 3, 2024, \$552,187 has been expended/encumbered under the contract.

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 the approval of a contract for Home Paramount Pest Control Company to provide pest control services for County owned and operated buildings throughout Baltimore County.

In no event shall the total compensation paid to the Contractor exceed the sum of Nine Hundred Seven Thousand Five Hundred Ninety Two Dollars and Sixty Seven Cents (\$907,592.67) during the entire term of this Agreement, including renewals thereof. This Agreement shall be effective when it has been executed by the County and shall continue through one year (the "Initial Term"). The County reserves the right to automatically renew this Agreement for four (4) additional one (1) year renewal options on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 180 days on the same terms and conditions.

This Agreement has a MBE/WBE goal of 25%.

Prior to the commencement of subsequent renewal terms, the County may entertain a request for an escalation in accordance with the current 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.

Prepared by: Property Management

FM-11 (Contract)

Council District(s) 6

Property Management

Window Washing Services – Public Safety Building

The Administration is requesting approval of a contract with VIP Special Services, LLC to provide semi-annual window cleaning services at the County’s Public Safety Building. The contract commences upon Council approval, 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 120 days. The contract provides that compensation may not exceed \$248,654 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 248,654	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ For the entire 5-year and 4-month term.
State	--	
Federal	--	
Other	--	
Total	\$ 248,654 ⁽²⁾	

Analysis

The contractor will furnish all labor, materials, equipment, supervision, and cleaning supplies to clean the interior and exterior of all outside-facing windows and glass doorways of the County’s Public Safety Building two times per year at a cost of \$22,500 per service.

The contract commences upon Council approval, 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 120 days on the same terms and conditions, unless the County

provides notice of non-renewal. The contract provides that compensation may not exceed \$248,654 for the entire 5-year and 4-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 the unit price 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. Property Management advised that there is not an M/WBE participation requirement.

On May 27, 2021, the Council approved a 5-year and 4-month contract with Skyclean, Inc. to provide cleaning services of the interior and exterior of all windows and doorways of various County-owned and/or operated facilities, including the Public Safety Building. Property Management advised that Skyclean, Inc. has been unable to clean the Public Safety Building's windows, with the exception of the windows in the main lobby. The County's financial system indicates that \$217,985 has been expended/encumbered under the contract.

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 the approval of a contract for VIP Special Services, LLC for window washing services at the Public Safety Building.

In no event shall the total compensation paid to the Contractor exceed Two Hundred Forty Eight Thousand Six Hundred Fifty Four Dollars and Zero Cents (\$248,654.00). The Agreement shall be effective when it has been properly signed by all parties and when executed by the County (the "Initial Term"). The County reserves the right to renew this Agreement for four (4) additional one (1) year renewal options on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 120 days on the same terms and conditions.

Prior to the commencement of subsequent renewal terms, the County may entertain a request for an escalation in accordance with the current 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.

Prepared by: Property Management

FM-14 (Contract Amendment)

Council District(s) All

Department of Health and Human Services

Prevention, Detection & Diagnosis/Treatment of Cancer

The Administration is requesting approval of an amendment to a contract with Adventist Healthcare, Inc. for cancer prevention, early detection, and diagnosis and treatment services to low-income County residents to add colonoscopy and colposcopy services. The contract commenced January 16, 2024, continues through April 1, 2025, and may be extended an additional three years. The Department advised that compensation is limited to the amount appropriated for these services. The Department further advised that the proposed amendment increases the estimated compensation by \$20,000, from \$40,000 to \$60,000, for the entire approximate 4-year and 2½-month term. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Estimated Compensation	Amended Estimated Compensation
County	--	--	--
State ⁽¹⁾	--	*	*
Federal ⁽²⁾	\$ 20,000	*	*
Other	--	--	--
Total	<u>\$ 20,000</u>	<u>\$ 40,000</u>	<u>\$ 60,000 ⁽²⁾</u>

⁽¹⁾ Maryland Department of Health (MDH).

⁽²⁾ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention funds passed through MDH.

⁽³⁾ Estimate for the entire approximate 4-year and 2½-month term.

* The Department advised that the split between State and federal funds is unavailable.

Analysis

The proposed amendment adds colonoscopy and colposcopy services to the current contract for cancer prevention, early detection, and diagnosis and treatment services for low-income County

residents including screening, diagnosis, and treatment for breast, cervical, and lung cancer. The Department estimates that all contractors providing cancer prevention, early detection, and diagnosis and treatment services (see below) will serve a total of 793 clients annually.

The original contract commenced January 16, 2024, continues through April 1, 2025, and may be extended an additional three years. The Department advised that compensation is limited to the amount appropriated for these services. The Department further advised that the proposed amendment increases the estimated compensation by \$20,000, from \$40,000 to \$60,000, for the entire approximate 4-year and 2½-month term. All other terms and conditions remain the same. The Department advised that as of July 10, 2024, expenditures/encumbrances under the contract totaled \$3,413. Either party may terminate the agreement by providing 14 days prior written notice.

The County reimburses the contractor for services performed at the current approved rate, which is based on State Medicare, Medicaid, and Maryland Health Services Cost Review Commission reimbursement rates for screening, diagnosis and treatment, and for hospitals, respectively. The County contracts with any provider that serves Baltimore County residents and meets County, State, and federal requirements (e.g., clinical criteria, acceptance of mandated reimbursement rates) in order to allow eligible patients choices regarding medical providers. Under no circumstances will eligible patients be charged for services provided under these contracts. The Department advised that the County annually places an advertisement in *The Jeffersonian* (mandated) as well as advertises via other sources to recruit providers.

On January 16, 2024, the Council approved seven 4-year and 2½-month contracts for these services, including the contract for the proposed amendment, and on April 1, 2024, the Council approved an additional five 4-year contracts for these services. The Department advised that expenditures/encumbrances under these 12 contracts totaled \$52,286 as of July 10, 2024. FMs-15 and 16 on the agenda are two contracts for these services. The Department further advised that it plans to seek Council approval of additional contracts for these services in December 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

Baltimore County Department of Health Cancer Contract Amendment with Adventist Healthcare, Inc.

The Administration seeks County Council approval of a contract amendment with Adventist Healthcare, Inc. to add colonoscopy and colposcopy services to their current contract for the prevention, early detection and diagnosis/treatment of cancer for low-income residents.

BACKGROUND

The Federal Center for Disease Control and Prevention (CDC) and Maryland Department of Health have awarded funds to the Baltimore County Department of Health and Human Services for the purpose of prevention, early detection and diagnosis/treatment of cancer for low-income Maryland residents.

The Baltimore County Department of Health Cancer Program contracts with local providers to provide clinical services in accordance with the CDC and State of Maryland mandated standardized requirements. This amendment will add additional colonoscopy and colposcopy service to the existing contract to allow consumers the option to choose from a list of providers located throughout Baltimore County.

FISCAL

This amendment has been reviewed and approved by the Baltimore County Office of Law. If County Council approves this amendment, the additional services will be provided under the current contract for the remainder of the initial period with a three-year renewal option.

Prepared by: Department of Health and Human Services

FMs-15 & 16 (Contracts)

Council District(s) All

Department of Health and Human Services

Prevention, Detection, and Diagnosis/Treatment of Cancer

The Administration is requesting approval of two contracts, with Pikesville Endoscopy Center ASC, LLC dba Endocentre of Baltimore (FM-15) and Dianon Systems, Inc. (FM-16), to provide cancer prevention, early detection, and diagnosis and treatment services for low-income County residents. Both contracts commence upon Council approval, continue through April 1, 2025 and March 30, 2025, respectively, and may be extended an additional three years. The Department advised that compensation for all contractors providing cancer prevention, detection, and diagnosis and treatment services is limited to the amount appropriated for these services. The Department further advised that estimated compensation for both contractors combined totals \$293,333 for the entire approximate 3-year and 8-month term. See Exhibits A and B.

Fiscal Summary

Funding Source	Combined Total Compensation	Notes
County	--	(1) Maryland Department of Health. (2) Estimate for the entire approximate 3-year and 8-month term.
State ⁽¹⁾	\$ 293,333	
Federal	--	
Other	--	
Total	<u>\$ 293,333</u> ⁽²⁾	

Analysis

Both contractors will provide cancer prevention, early detection, and diagnosis and treatment services for low-income County residents. Specifically, Pikesville Endoscopy Center will provide screening, diagnosis, and treatment for colorectal cancer, and Dianon Systems will provide laboratory services for the detection and treatment of breast, cervical, colorectal, and lung cancer.

The Department estimates that all contractors providing these services (see below) will serve a total of 793 clients annually.

Both contracts commence upon Council approval, continue through April 1, 2025 (Pikesville Endoscopy Center) or March 30, 2025 (Dianon Systems), and may be extended an additional three years. The Department advised that compensation for all contractors providing cancer prevention, detection, and diagnosis and treatment services is limited to the amount appropriated for these services. The Department further advised that estimated compensation for both contractors combined totals \$293,333 for the entire approximate 3-year and 8-month term. Either party may terminate the agreement by providing prior written notice (14 days with Pikesville Endoscopy Center and 30 days with Dianon Systems).

The County will reimburse the contractors for services performed at the current approved rate, which is based on State Medicare, Medicaid, and Maryland Health Services Cost Review Commission reimbursement rates for screening, diagnosis and treatment, and for hospitals, respectively. The County contracts with any provider that serves Baltimore County residents and meets County, State, and federal requirements (e.g., clinical criteria, acceptance of mandated reimbursement rates) in order to allow eligible patients choices regarding medical providers. Under no circumstances will eligible patients be charged for services provided under these contracts. The Department advised that the County annually places an advertisement in *The Jeffersonian* (mandated) as well as advertises via other sources to recruit providers.

On January 16, 2024 and on April 1, 2024, the Council approved seven 4-year and 2½-month contracts and five 4-year contracts, respectively, for these services. The Department advised that expenditures/encumbrances under these 12 contracts totaled \$52,286 as of July 10, 2024. The Department further advised that it plans to seek Council approval of additional contracts for these services in December 2024. FM-14 on the agenda is an amendment to a contract (approved January 16, 2024) with Adventist Healthcare, Inc. to add colonoscopy and colposcopy services.

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

Baltimore County Department of Health Cancer Contract with Pikesville MD Endoscopy Associates, LLC

The Administration seeks County Council approval of a contract with Pikesville MD Endoscopy Associates, LLC to provide prevention, early detection and diagnosis/treatment of cancer for low-income residents.

BACKGROUND

The Federal Centers for Disease Control and Prevention (CDC) and Maryland Department of Health have awarded funds to the Baltimore County Department of Health for the purpose of prevention, early detection and diagnosis/treatment of cancer for low-income Maryland residents.

The Baltimore County Department of Health Cancer Program contracts with local providers to provide clinical services in accordance with the CDC and the State of Maryland mandated standardized requirements. The contract with the Pikesville MD Endoscopy Associates, LLC was established to allow consumers the option to choose from a list of providers located throughout Baltimore County.

FISCAL

This agreement has been reviewed and approved by the Baltimore County Office of Law. If County Council approves this agreement, the contract will be for an initial 8-month period with a three-year renewal option.

Prepared by: Department of Health and Human Services

Executive Summary

Baltimore County Department of Health Cancer Contract with Dianon Systems, Inc.

The Administration seeks County Council approval of a contract agreement with Dianon Systems, Inc. to provide laboratory services related to the prevention, early detection and diagnosis/treatment of cancer for low-income residents.

BACKGROUND

The Federal Centers for Disease Control and Prevention (CDC) and the Maryland Department of Health have awarded funds to the Baltimore County Department of Health and Human Services for the purpose of prevention, early detection and diagnosis/treatment of cancer for low-income Maryland residents.

The Baltimore County Department of Health Cancer Program contracts with local providers to provide clinical and laboratory services in accordance with the CDC and the State of Maryland mandated standardized requirements. The contract with Dianon Systems, Inc. was established to allow consumers the option to choose from a list of providers located throughout Baltimore County.

FISCAL

The Dianon Systems, Inc agreement has been reviewed and approved by the Baltimore County Office of Law. If County Council approves this agreement, the contract will be for an initial 8-month period with a three-year renewal option.

Prepared by: Department of Health and Human Services

FM-17 (2 Contracts)

Council District(s) All

Office of Law

Vehicle Damage Estimating Services – Liability Claims Management Unit

The Administration is requesting approval of two contracts, with John M. Haynes, Jr. dba Insurance Appraisal Company of Maryland and Michael Quick dba Quick Appraisals, to provide vehicle damage estimating services on behalf of the Office of Law, Liability Claims Management Unit. Each contract commences upon Council approval, 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 120 days. The contracts provide that compensation may not exceed the amount appropriated for these services for the entire contract term. The Office advised that estimated compensation for both contractors combined totals \$30,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Total Compensation	Notes
County ⁽¹⁾	\$ 30,000	⁽¹⁾ Self Insurance Fund. ⁽²⁾ Estimate for the entire 5-year and 4-month term.
State	--	
Federal	--	
Other	--	
Total	\$ 30,000 ⁽²⁾	

Analysis

The contractors will provide all time, materials, labor, and incidentals required to perform vehicle damage estimating services on behalf of the Office of Law, Liability Claims Management Unit. The County will be billed at unit prices ranging from \$50 to \$810 per estimate, depending on the type (e.g., car, truck, motorcycle, water vessel) and weight of the vehicle, the extent of the damage, and the contractor. John M. Haynes, Jr. dba Insurance Appraisal Company of Maryland

will provide a 20% discount when servicing more than one vehicle at the same location. The contracts do not guarantee any minimum amount of work, and the Office advised that the Liability Claims Management Unit will assign work to the contractors on a rotating basis. The contracts provide that if the estimating service is not made within 24 hours after receipt of the order, the County may procure the service elsewhere, in which event the extra cost of procuring the service may be charged against the contractor(s).

Each contract commences upon Council approval, 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 120 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 Office advised that estimated compensation for both contractors combined totals \$30,000 for the entire 5-year and 4-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 agreements by providing 30 days prior written notice.

The County awarded the contract with Michael Quick dba Quick Appraisals through a competitive procurement process from two bids received; the Office of Budget and Finance, Purchasing Division advised that the other bid was deemed non-responsive. The Office advised that due to its preference to have two contractors for these services, and the fact that time did not permit a re-solicitation, the Office of Budget and Finance, Purchasing Division then contacted John M. Haynes, Jr. dba Insurance Appraisal Company of Maryland (the other prior contractor) to submit a bid for these services. The Office also advised that there is not an M/WBE participation requirement.

On August 5, 2019, the Council approved two 5-year and 4-month contracts (which commenced July 1, 2019) not to exceed \$35,000 combined with John M. Haynes, Jr. dba Insurance Appraisal Company of Maryland and Michael Quick dba Quick Appraisals. The County's financial system indicates that as of July 2, 2024, expenditures/encumbrances under the contracts totaled \$34,730: \$22,250 for Insurance Appraisal Company of Maryland and \$12,480 for Quick Appraisals.

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 Office of Law- Liability Claims Management Unit, requests approval of two (2) Contracts with Michael E. Quick DBA Quick Appraisals and John M. Haynes, Jr. DBA Insurance Appraisal Company of Maryland.

The Contractors shall be responsible to provide all time, material, labor and incidentals required to perform vehicle damage estimating services within 24 hours of receipt of order. The Contractor shall utilize Mitchell Repair Guides and Insurance Company Regulations on all vehicles more than one (1) year old. Total loss value will be determined by using N.A.D.A. Guide and Salvage Bids obtained if needed.

The County Council previously approved two (2) similar Contracts on August 5, 2019, with the same Contractors. These Agreements will replace the two (2) previously approved Contracts, which are set to expire on October 30, 2024.

The initial term of the Agreements is one (1) year, reserving the right to renew for up to four (4) additional one-year renewal options. Funds will be encumbered each fiscal year by Purchase Order. In no event shall the total compensation paid to both Contractors exceed the sum of the County Council approved appropriation during the entire term of the Agreements, including renewals thereof.

Prepared by: Office of Law

MB-2 (Res. 35-24) PILOT

Council District(s) 7

Mr. Patoka (By Req.)

Department of Housing and Community Development

Payment in Lieu of Taxes – Hopkins Village Housing, LP

Resolution 35-24 authorizes the County to enter into a 20-year agreement with Hopkins Village Housing, LP for stipulated payments-in-lieu of real property taxes (PILOT) in order to provide financial assistance to support continued affordability restrictions (households earning 50% of the area median income (e.g., up to \$42,800 for an individual and up to \$48,900 for a family of two)) for Hopkins Village, located at 3 Brett Court in Essex. The Department advised that the property consists of 164 one-bedroom units designated for persons aged 62 and older as well as disabled adults (and a 2-bedroom manager’s unit not subject to the PILOT). The PILOT agreement shall be effective on the later of July 1, 2025 or the date Hopkins Village Housing, LP (the property’s future owner) acquires the property (estimated to be August 2024). See Exhibit A.

Fiscal Summary

Funding Source	Property Tax Reduction	Notes
County	\$ 8,267,051	(1) Estimated net present value of property tax loss over the 20-year term of the PILOT agreement. The proposed PILOT’s property tax reduction replaces an existing PILOT’s property tax reduction.
State	--	
Federal	--	
Other	--	
Total	\$ 8,267,051	

Analysis

Hopkins Village Housing, LP will acquire an existing multi-family community consisting of 164 1-bedroom units and a 2-bedroom manager’s unit located at 3 Brett Court in Essex from current

owner Hopkins Village Preservation Limited Partnership. (The Department advised that both the current and future owners are subsidiaries of the same entity, Related Management Company, LP.) 164 units will be leased to senior households or disabled adults earning up to 50% of the area median income (e.g., up to \$42,800 for an individual and up to \$48,900 for a family of two).

The Department anticipates that the acquisition will occur in August 2024, and that renovations will be completed in August 2025. Renovations will consist of: modernization of existing common areas; repairs to mechanical systems, elevators, façade, and roofing; ADA accessibility compliance updates; energy efficiency upgrades; new landscaping/exterior lighting/paving; new free community-wide Wi-Fi that will enable a new Ensure360 Pendant system to monitor resident medical emergencies; and the creation of a new wellness center. Interior unit upgrades will include new appliances, flooring, cabinets, countertops, sinks, low-flow plumbing fixtures, and the Ensure360 Pendants.

Resolution 35-24 authorizes the County to enter into a 20-year PILOT agreement (effective on the later of July 1, 2025 or the date the future owner acquires the property) with Hopkins Village Housing, LP with payments-in-lieu of taxes in the amount of \$300 per unit in the first year and increasing 2% per year. The PILOT agreement will reduce County real property tax revenue for the earlier of 20 years or as long as the property owner continues to maintain the affordability restrictions. The property owner shall make annual payments at the end of each calendar year, and the tax payment shall be made prior to payment of any debt service on the property.

Payments in the first year will total \$49,200 (\$300 per unit for 164 units). Estimated PILOT-generated revenue is \$489,167 less than the estimated County property tax revenue amount in the first year. PILOT-generated revenue is estimated to be a net present value amount of \$8,267,051 less than the County property tax amount over 20 years (assuming the assessed value of the property is equal to the total project costs of approximately \$49.2 million; the property value increases by 3% each year; and the present-value discount rate equals 5% per year). Should the property no longer maintain its affordability restrictions within the first 15 years of the agreement, Hopkins Village Housing, LP will be liable for all foregone County property taxes. Should the property no longer maintain its affordability restrictions in year 16 of the agreement or beyond, Hopkins Village Housing, LP will be liable for the full amount of County property taxes for the remainder of the 20-year agreement.

The Department advised that project costs are expected to total approximately \$49.2 million and will be financed as follows:

State of MD Bond Financing	\$ 23,400,000
Truist Community Capital – LIHTC equity	19,258,000
Deferred Developer Fee	2,683,827
Grandbridge Real Estate Capital – Taxable Note	1,811,000
Construction-Period Income from Operations	1,800,900
Truist Community Capital – Solar Investment Tax Credit equity	287,198
Total	<u>\$ 49,240,925</u>

The Department advised that the units will not count toward the County’s obligations under the Voluntary Compliance Agreement with HUD because the property is already operating under a project-based Section 8 housing assistance payments contract.

The Annotated Code of Maryland, Tax-Property Article, Section 7-506.1 exempts certain subsidized rental housing projects from property taxation if the owner and governing body of the County agree to negotiated payments-in-lieu of real property taxes.

On December 3, 2007, the Council approved a 40-year PILOT agreement with Hopkins Village Preservation Limited Partnership to provide financial assistance to support this senior affordable housing project as well as the endorsement of the project due to the receipt of State funding. The Department advised that Hopkins Village Preservation Limited Partnership is in compliance with the terms of the PILOT and that the PILOT will terminate upon the change in the property’s ownership.

This resolution shall take effect from the date of its passage by the County Council.

EXECUTIVE SUMMARY

Hopkins Village Housing, LP

PILOT

Hopkins Village Housing, LP is seeking to acquire, rehabilitate, and preserve the affordability of Hopkins Village, an existing affordable property located at 3 Brett Court in Essex. Originally built in 1979 and last renovated in 2008, the property consists of 165 units of which 164 one-bedroom units designated for persons aged 62 and older as well as disabled adults. Hopkins Village operates under a project-based Section 8 Housing Assistance Payments ("HAP") contract with HUD, which covers 100% of the property's residential units and ensures that tenants pay no more than 30% of their household incomes on rent.

The property is also encumbered by an existing regulatory agreement with Maryland DHCD, which restricts all units to households earning 60% of Area Median Income or less – \$51,360 (individual) and \$58,680 (2-person household).

The property's initial 15-year compliance period under that regulatory agreement expired in 2023, and its HAP contract expires in September of 2027, meaning the long-term affordability of the property could be at risk in the near future if not preserved. Additionally, the property is in need of renovation to ensure its longevity as a critical affordable housing asset in the local community.

With closing anticipated in August of 2024, the rehabilitation is expected to take 12 months and the total construction budget is approximately \$12.5 million (over \$75,000/unit, including contingency).

Upgrades including unit interior work, modernization of existing common areas, repairs to mechanicals/elevators/façade/roofing, ADA accessibility compliance work, new landscaping/exterior lighting/paving, energy efficiency upgrades, new free community-wide WiFi that will enable a new pendant system to monitor resident medical emergencies, and the creation of a new wellness center comprising a consult and exam room.

For the unit work, new products and finishes will include white appliances, including a new EnergyStar refrigerator, vinyl plank flooring, wood cabinets, quartz countertops, stainless steel sinks, low-flow plumbing fixtures, and Ensure360 pendants.

To complement these physical upgrades, RA is partnering with RCM Health Care Services to staff and support a new part-time Wellness Nurse at the property. The Wellness Nurse will be available for residents to discuss ongoing health issues and help develop a plan to deal with these issues. The Wellness Nurse will work with the existing Resident Services Coordinator to ensure that any medical element of a resident’s case management is being carried out appropriately.

Estimated project costs total approximately \$49,240,925 million and will be financed as follows

Truist Community Capital– LIHTC equity	19,258,000.00
Truist Community Capital – Solar ITC equity	287,198.00
State of Maryland Bond Financing	23,400,000.00
Grandbridge Real Estate Capital -Taxable Note	1,811,000.00
Deferred Developer Fee	2,683,827.00
Construction-Period Income from operations	1,800,900.00

PILOT: Hopkins Village Housing, LP has requested a twenty (20) year PILOT, commencing on July 1, 2025 of \$300 per unit for the first year, with annual escalation of 2%. Payments due annually in arrears. The Tax Payment shall be made prior to payment of any debt service on the Property.

The difference between the amount of stipulated payments in lieu of taxes remitted to the County under this Agreement and the amount of full real estate taxes which would have otherwise been paid based on the assessed value of the Property, shall be repaid upon the Termination Date. Any payment under this provision shall be limited to the extent of available proceeds after repayment of all debt and other obligations, which constitute liens on the Property.

The obligations of Hopkins Village Housing, LP to operate the Property as rental housing for eligible residents will be set forth in covenants (the “Covenants”) contained in a Deed of Trust, Assignment of Leases and Rents, Regulatory Agreement, and Security Agreement (the “Deed of Trust”) to be recorded among the Land Records of Baltimore County.

Prepared by: Department of Housing and Community Development

MB-3 (Res. 36-24)**Council District(s) All**

Mr. Patoka (By Req.)

Department of Environmental Protection & Sustainability

**Endorsement of Amendments – Baltimore County Chesapeake Bay
Critical Area Modified Buffer Area (MBA) Plan**

Resolution 36-24 endorses certain amendments to Baltimore County’s Chesapeake Bay Critical Area Modified Buffer Area Plan (“MBA Plan”). Specifically, the County is seeking Chesapeake Bay Critical Area Commission (“the Commission”) approval to allow marinas and waterfront restaurants to have additional flexibility within the 100-foot critical area buffer (“CAB”) while still meeting the intent of the Chesapeake Bay Critical Area Protection Program (“CBCA Program”).

In 1984, the Maryland General Assembly enacted the CBCA Program to control future land use and development within 1,000 feet of the Chesapeake Bay, an area now known as the Chesapeake Bay Critical Area (“CBCA”). The Commission was charged with establishing and reviewing changes to regulations governing land use and development within the CBCA.

In 1996, the Commission approved the County’s MBA Plan to address the redevelopment of lots that were created prior to the creation of the CBCA Program. Under State law, any changes to the County’s MBA Plan require the approval of the Commission. Accordingly, in 2015, the Commission approved the expansion of the County’s MBA Plan to include multi-family residential, commercial, and industrial lots, as well as approximately 47 marinas and waterfront restaurants.

On November 3, 2022, the County’s Department of Environmental Protection and Sustainability (“DEPS”) and Commission staff met with County residents and stakeholders, including the Marine Trades Association of Baltimore County, to discuss potential impacts within the CAB to allow marina and waterfront restaurant patrons closer proximity to the waterfront.

DEPS and Commission staff agree that the options and impacts detailed in Exhibits 1 through 4 attached to the resolution best meet the intent of the CBCA Program, while allowing marinas and waterfront restaurants added flexibility within the CAB. In addition, DEPS and Commission staff

have since endeavored to modify the County's MBA Plan to allow marinas and waterfront restaurants the flexibility to mitigate new impacts within the CAB of up to 5,000 square feet in disturbance with specific stormwater management practices, found in the Maryland Stormwater Design Manual, and detailed in Exhibit 2. The stormwater management mitigation for buffer impacts that are detailed in Exhibit 2 will ensure additional buffer impacts at marinas and waterfront restaurants in the CAB are offset with commensurate and approvable on-site water quality improvements.

On February 12, 2024, DEPS submitted Exhibits 1 through 4 to Commission staff to review and prepare for the Commission's consideration. On April 26, 2024, the Commission Subcommittee voted to approve the proposed changes, and on May 1, 2024, the Commission voted unanimously to approve the changes. Exhibits 1 and 2 will become pages 19 and 20 of the County's MBA Plan, and Exhibits 3 and 4 will become Attachments 8 and 9 thereof.

This resolution shall take effect from the date of its passage by the County Council.

MB-4 (Res. 37-24)**Council District(s) 3, 5, & 7**

Mr. Marks

**Encouraging Baltimore Gas & Electric Co. to Lessen Impacts
of the Brandon Shores Mitigation Project**

Resolution 37-24 encourages the Baltimore Gas and Electric Company (“BGE”) to lessen the impacts of the Brandon Shores Mitigation project on affected communities and residential neighborhoods to the greatest extent possible, and to bury transmission lines underground where feasible, especially in rural areas that lack public water to extinguish potential fires.

The Brandon Shores and H.A. Wagner Generating Stations (collectively, the “Brandon Shores Plants”) are 40-year-old coal-fired electric power plants that sit on the banks of the Patapsco River in northern Anne Arundel County, and together, generate about 2,000 megawatts, a substantial portion of the State’s electric power.


In April 2023, the owner of the Brandon Shores Plants – Talen Energy Corp. – gave notice that it plans to deactivate the Brandon Shores Plants as of June 1, 2025. In order to alleviate the burden on the regional power grid, BGE has proposed a large transmission upgrade project, known as the BGE Brandon Shores Mitigation project (“the project”), which will affect Middle River, White Marsh, Fallston, and other areas in northeastern Baltimore County and southern Harford County. As part of this project, BGE is upgrading several existing BGE substations, constructing one new substation in each of Baltimore County and Anne Arundel Counties, and modifying approximately 35 miles of transmission lines on existing BGE rights-of-way between the Pennsylvania border and southern Baltimore County.

The proposed path for this project could run through historic neighborhoods or environmentally sensitive areas that should be protected, as well as communities where overhead transmission lines could adversely affect the public health, safety, and welfare. Accordingly, BGE should take special care to protect historic neighborhoods and the scenic beauty of communities and parks in its placement of transmission lines during the project.

This resolution shall take effect from the date of its passage by the County Council and copies of the resolution shall be sent to representatives of BGE, the Maryland Office of People's Counsel, and the Maryland Public Service Commission.

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

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

TO: County Administrative Officer **DATE:** 6/20/24
FROM: Kevin D. Reed, Director 
Office of Budget & Finance **COUNCIL MEETING**
DATE: 8/5/24
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

SCON 10002359 ANSI National Accreditation Board LLC

This Supplier Contract provides for the purchase of Accreditation Fees and Audits for the Police Forensics Lab through ANSI National Accreditation Board LLC. As detailed in the 902f Justification signed by Chief Robert O. McCullough, the Forensic Services Section is accredited under ISO 17025:2017 standards, as required by the State of Maryland for our license to operate a forensic laboratory, by ANSI-ASQ National Accreditation Board (ANAB). Our accrediting body, ANAB, is the only organization that can provide renewal of our accreditation under ISO 17025 and ANAB standards. An annual renewal fee is required each year to maintain our accreditation based on the number of testifying analysts in the laboratory, thereby on-site pricing is relative to the number of assessors necessary to complete on-site audits. The overall price has decreased from \$74,670 in 2020 to \$70,730 in 2024.

If the lab were not accredited, the laboratory would not satisfy the Code of Maryland Regulations (COMAR) requirement to obtain and maintain certificate of accreditation and would lose their license to operate in the State of Maryland. As a result, we would not be able to provide forensic laboratory services to the citizens of Baltimore County and ultimately not be able to present our cases in court and assist in the judicial process.

3 Year 3 Month Estimated Award Total: \$70,730.00
Award Date: 6/14/24

SCON 10002388 Magnet Forensics, Inc.

This Supplier Contract is a term agreement for yearly renewal of the Premier software license for GrayKey devices utilized by the Forensics Unit through Magnet Forensics Inc. As detailed in the 902f Justification signed by Chief Robert O. McCullough, the Forensic Services Section, is allowed with GrayKey device and software to unlock Apple mobile devices, even if password protected. It is the only device that has this ability. Additionally, it has the ability to extract information even when the phone is locked. This technology is unique to this device and the license can only be obtained through Magnet Forensics.

These software license renewals will allow the Forensics Unit to continue to obtain valuable evidence that would otherwise be unobtainable. Digital evidence includes text messages, call logs, pictures, videos, contacts and apps – evidence which is used by investigators to investigate crimes and prosecute criminals. The device and the extracted information enabled by the software license is critical to ongoing investigations.

3 Year Estimated Award Total: \$180,030.00
Award Date: 6/14/24

SCON 10002394 Orasure Technologies Incorporated

This Supplier Contract is for the purchase of Rapid HIV and HCV Test Kits through OraSure Technologies, Inc and the Department of Health and Human Services. As detailed in the Sole Source Justification signed by Lawrence Richardson, OraSure Technologies Inc is the only vendor available to provide rapid HCV testing and only sells directly to Public Health Facilities.

OraSure's rapid testing kits have good diagnostic accuracy and acceptability. Testing is the first and most crucial step in the HIV treatment process. Without regular testing, especially among people who may be at ongoing high risk for infection, there is no other way to know a person's HIV status. A rapid HIV and HCV test allows people to be tested for and learn their HIV and HCV status during the same visit and allows staff to immediately educate clients about lifestyle changes and if indicated, treatment options.

5 Year Estimated Award Total: \$ 82,550.00
Award Date: 6/17/24

SCON 10002393 Boehringer Ingelheim Animal Health USA, Inc.

This Supplier Contract is for the purchase of Rabies vaccines through Boehringer Ingelheim Animal Health USA Inc and the Department of Health and Human Services – Division of Animal Services. As detailed in the Sole Source Justification signed by Della J. Leister, Boehringer Ingelheim Animal Health USA Inc is the sole manufacturer for Imrab 3 Rabies vaccine, which has approval for the prevention of Rabies in Canines, Felines and Ferrets. The Imrab 3 vaccine is recommended by the State of Maryland and is considered one of the safest and most

effective vaccines on the market and has been used without issue by the County for more than 35 years.

Boehringer Ingelheim Animal Health USA Inc is also the sole manufacturer of other core vaccines recommended for animals in shelter settings (PureVax Feline 3, Recombitek C3 and Recombitek KC2).

5 yr. Estimated Award Total: \$ 250,000.00
Award Date: 6/17/24

SCON 10002405

Fluid Solutions, Inc.

This Supplier Contract is for the purchase of their proprietary Deragger Sewage Pumping System through Fluid Solutions Inc. As detailed in the Sole Source Justification signed by Lauren Buckler, Clearwater Controls is the Original Equipment Manufacturer (OEM) of the Deragger products. In Baltimore County, Fluid Solutions Inc is the exclusive distributor of the Deragger products. The County utilizes their product at several sewage pumping stations including Bear Creek Sewage Pumping Station. Sewage pumps get clogged over time from various materials that don't break down. Fluid Solutions, Inc. uses a system that works with the Variable Frequency Drive (VFD) to monitor the flow rate of the pump. When a clog is detected, the system will reverse its cycle, loosening any debris. Fluid Solutions, Inc. is the sole supplier of this sewage system in the State of Maryland. These instruments are critical and would affect the safety of the County constituents if one of these sewage pumps were to fail.

5 Year Estimated Award Total: \$110,000.00
Award Date: 6/20/24

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